



# Common Council

## Regular Meeting

335 South Broadway  
De Pere, WI 54115  
<http://www.de-pere.org>

### Agenda

**Tuesday, October 17, 2017**

**7:30 PM**

**De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **October 17, 2017** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

*This meeting can be viewed LIVE on TW Cable Channel 4; AT&T U-verse Channel 99; [www.depere.tv](http://www.depere.tv). This meeting is also rebroadcast on TV throughout the week and available on demand at [www.depere.tv](http://www.depere.tv).*

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the October 3, 2017 Common Council and Redevelopment Authority Special Meeting Minutes.
4. Approval of the Minutes of the October 3, 2017 Common Council Meeting.
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from Finance/Personnel Committee to approve the 2018 Benefit Renewal and Plan Design Changes
7. Recommendation from the Personnel & Finance Committee to approve the purchase of new Self Contained Breathing Apparatus (SCBA) for the Fire Department.
8. Recommendation of the Board of Public Works to Accept Broadway Pedestrian Crossing Study and Policy Recommendations.
9. Recommendation from Finance and Personnel Committee to Accept \$1,100 Donation from WI Public Service to Police Department
10. Recommendation from Finance and Personnel Committee to Accept \$1,500 Donation from WalMart to Police Department
11. Recommendation from Finance and Personnel Committee to Accept \$500 Donation from Shopko Foundation to Police Department
12. Ordinance #17-15 Creating Section 7-8(b) De Pere Municipal Code Regarding Removal of Litter and Other Materials From Licensed Establishment Exterior
13. Ordinance #17-18, Amending Section 150-1 De Pere Municipal Code Regarding Adoption of State Traffic Laws by Reference
14. Ordinance #17-19, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
15. Ordinance #17-20, Creating Chapter 9 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment. (PLEASE NOTE: Ald. Nelson, sponsor of the ordinance, is expected to make a motion to table this item until the November 7, 2017 Council Meeting to provide additional time for public input.)

16. Resolution #17-80, Authorizing Agreement for Contractor Services Between the City of De Pere and Advanced Disposal Services, Inc. (Garbage & Recycling Dumpster Collection Services)
17. Resolution #17-81, Authorizing State/Municipal Agreement for a State - Let Highway Project (Ashland Avenue at Parkview Road).
18. Resolution #17-82, Authorizing Agreement for Auditing Services Between the City of De Pere and Schenck S.C. (Tax Increment Districts 5, 6, 7 & 8).
19. Resolution #17-83, Adopting Tax Compliance Procedures for Tax-Exempt Borrowings.
20. Voucher Approval.
21. Operator License Applications.
22. Future Agenda Items.
23. Adjournment.

Lawrence M. Delo  
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons  
Mayor  
City Administrator  
Department Heads  
TV, Newspaper & Radio Stations  
Kress Family Library  
De Pere Chamber of Commerce  
The Abbey  
Baba Louies  
Bilotti's Pizza Garden  
Birch Street Pub & Grill  
Broadway Theatre  
Buddha's Still  
C & C Pub & Grill  
Caliente La Fiesta Mexicana  
Chateau De Pere/Café Chanson  
Chatterhouse 2016  
CVS Pharmacy  
The Day Spa  
De Pere Cinema  
De Pere Deacons Hockey  
De Pere Minimart  
De Pere Shell  
De Pere Superstore  
De Pere Y-Mart  
Dollar General  
Drift Inn  
DU Convenience  
El Maya Mexican Restaurant  
El Presidente Mexican Bar & Grill  
Festival Foods  
Firehouse Bar & Grill  
Gallagher's Pizza  
GCS Landing Shell  
The Green Room  
Gyro Kabobs

Infidelity Deli  
Island Sushi  
Julie's Café/Brickhouse  
Keweenaw Pub & Pasta  
La Vie Boheme  
The Landing Bar & Grill  
Legends Brewhouse & Eatery  
The Longbranch  
Luna Coffee & Roastery  
Manhattan Lanes  
McGeorge's Pub  
Nicky's Lionhead Tavern & Grill  
Ogan Restaurant  
Old No. 7  
On the Rocks  
Pasquales International Café  
Proof  
Reid St Mobil Station  
Replay Sports Bar & Grill  
Riverside Shell  
St. Norbert College  
S.A.L.T./Stella's  
Scheuring Rd Mobil Mart  
Scheuring Shell  
Shopko  
Sidekicks Bar & Grill  
Tim Karl's Century Lanes  
Tim Karl's Century Lanes II (Riverwatch)  
Tobacco Outlet Plus Grocery 127  
Union Hotel  
Virgola  
Walgreens East  
Walgreens West  
Walmart Liquor Store  
Walmart Supercenter  
Waseda Farms Market  
Wine Cellar/Craft Beer Spot  
You Pump  
A&K Longbranch LLC  
Belmont Downtown Enterprises LLC  
Chanmina LLC  
Daniel Peters  
De Cleene Zellner LLC  
Dean G Rhodes  
DKG Investments LLC  
Dutch Boyz De Pere LLC  
Garrett Family Trust  
GCS Holdings of De Pere LLC  
Get Reel Entertainment LLC  
Grant Street Holdings LLC  
Green R Properties LLC  
GTO Investments LLC  
H&M Lomita LLC  
Himal LLC  
HZ Properties LLC  
J & J Enterprises of De Pere LLP  
JACHNA LLC  
James Kropp  
Jay De Cleene  
Jayambey LLC  
JPG Enterprises LLC  
Kevin and Shannon Charles  
Keweenaw Enterprises LLC  
Kwik Trip Inc  
Lutsey Enterprises LLP  
Mirhasemi Inc  
Nextgen Enterprises LLC  
Nick Brothers Partnership  
Northern Gas LLC

Oneida Tribe of Indians  
PJS of De Pere LLP  
PJS of De Pere LLP  
Raymond J Hoffman  
Reid Street Retail LLC  
Rick J Heryman  
S&J Holdings LLC  
Saks Holdings LLC  
Schleis Properties LLC  
Schuering Road LLP  
Shopko - Attn Tax Dept  
SK Advance LLC  
SNC  
Stagecoach Enterprises LLC  
T & S Land Development LLC  
The Lee Building Corp  
Timothy V and Lori A Karl  
Union Hotel Corp  
Wade Conard  
Walgreen CO Real Estate Property Tax  
Walmart Real Estate Property Tax Dept #0555  
William Lemke LLC  
WS Enterprises of Green Bay Inc.  
Ken Voigt, Ayres & Associates  
Tim Bald, St. Norbert College  
Michael Petersen, Advanced Disposal



City of De Pere, Wisconsin



**Request For Common Council Action**

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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** City Clerk-Treasurer

**FROM:** Shana Ledvina

**SUBJECT:** Approval of the Minutes of the October 3, 2017 Common Council and Redevelopment Authority Special Meeting Minutes.

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**ATTACHMENTS:**

- 10-03-17 Common Council RDA Special Meeting Minutes (DOC)



# Common Council and Redevelopment Authority

335 South Broadway  
De Pere, WI 54115  
<http://www.de-pere.org>

## Special Untelevised

### Draft Minutes

Tuesday, October 3, 2017

6:30 PM

De Pere City Hall Council Chambers

1. Call to Order: The meeting was called to order at 6:30 PM by Mayor Walsh.

| Attendee Name         | Title        | Status  |
|-----------------------|--------------|---------|
| Ryan Jennings         | Aldersperson | Present |
| Dan Carpenter         | Aldersperson | Present |
| Jonathon Hansen       | Aldersperson | Present |
| Casey Nelson          | Aldersperson | Present |
| James Boyd            | Aldersperson | Present |
| Scott Crevier         | Aldersperson | Present |
| Larry Lueck           | Aldersperson | Present |
| Dean Raasch           | Aldersperson | Absent  |
| Michael J. Walsh      | Mayor        | Present |
| Jerry Henrigillis     | Board Member | Absent  |
| Bill Komsi            | Board Member | Present |
| Ted Penn              | Chairman     | Present |
| Joe Van Deurzen       | Board Member | Absent  |
| Julie Van Van Straten | Vice Chair   | Absent  |
| Carol Karls           | Board Member | Present |

2. Update on Status of Negotiations for Mulva Cultural Center - Parcel ED 812, Southeast corner of Broadway Street and Main Avenue.

Aldersperson Crevier moved, seconded by Aldersperson Boyd to close the meeting at 6:34 p.m. Upon vote, motion carried unanimously.

Aldersperson Jennings moved, seconded by Aldersperson Hansen to open the meeting at 7:30 p.m. Upon vote, motion carried unanimously.

3. Adjournment.

Aldersperson Boyd moved, seconded by Aldersperson Jennings to adjourn the meeting at 7:30 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

Attachment: 10-03-17 Common Council RDA Special Meeting Minutes (6327 : Approval of the Minutes of the October 3, 2017 Common Council

**City of De Pere, Wisconsin****Request For Common Council Action**

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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** City Clerk-Treasurer

**FROM:** Shana Ledvina

**SUBJECT:** Approval of the Minutes of the October 3, 2017 Common Council Meeting.

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**ATTACHMENTS:**

- 10-03-17 Common Council Minutes (DOC)



# Common Council

## Regular Meeting

335 South Broadway  
De Pere, WI 54115  
<http://www.de-pere.org>

### Draft Minutes

Tuesday, October 3, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on October 3, 2017 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

| Attendee Name    | Title    | Status  | Arrived   |
|------------------|----------|---------|-----------|
| Michael J. Walsh | Mayor    | Present |           |
| James Boyd       | Alderman | Present |           |
| Dan Carpenter    | Alderman | Present |           |
| Scott Crevier    | Alderman | Present |           |
| Jonathon Hansen  | Alderman | Present |           |
| Ryan Jennings    | Alderman | Present |           |
| Larry Lueck      | Alderman | Present |           |
| Casey Nelson     | Alderman | Present |           |
| Dean Raasch      | Alderman | Late    | 7:45 p.m. |

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the September 19, 2017 Common Council Meeting.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Larry Lueck, Alderman  
**SECONDER:** Scott Crevier, Alderman  
**AYES:** Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson  
**ABSENT:** Dean Raasch

4. Public comment upon matters not on the agenda or other announcements.

Alderman Hansen acknowledged two events that were held in the City; the Business Walk and the Fire Department open house.

5. Recommendation from the License Committee on an Application for Change of Agent submitted by Pasquale's International Cafe LLC.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** James Boyd, Alderman  
**SECONDER:** Larry Lueck, Alderman  
**AYES:** Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson  
**ABSENT:** Dean Raasch

6. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Saks Holdings, LLC, 363 Main Av. Submitted by Saks Holdings, LLC, Agent: Andrew T. Krans, De Pere, WI.

Attachment: 10-03-17 Common Council Minutes (6326 : Approval of the Minutes of the October 3, 2017 Common Council Meeting.)

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Scott Crevier, Alderperson  
**SECONDER:** Ryan Jennings, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson  
**ABSENT:** Dean Raasch

7. Recommendation from the Board of Park Commissioners to Accept \$2500 Donation from Wochinske Foundation.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Casey Nelson, Alderperson  
**SECONDER:** Larry Lueck, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson  
**ABSENT:** Dean Raasch

8. Recommendation from the Board of Park Commissioners to Accept \$500 Donation Toward the Southwest Park Playground Project from the Pink Flamingos.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Dan Carpenter, Alderperson  
**SECONDER:** Jonathon Hansen, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson  
**ABSENT:** Dean Raasch

9. Recommendation from the Board of Park Commissioners to Accept Donation of \$250 for the Recreation Scholarship Fund from the Pink Flamingos.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Larry Lueck, Alderperson  
**SECONDER:** Casey Nelson, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson  
**ABSENT:** Dean Raasch

10. Recommendation from Plan Commission regarding a Request For Proposal (RFP) to rewrite the City of De Pere Zoning Ordinance. Submitted by the City of De Pere.

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Ryan Jennings, Alderperson  
**SECONDER:** Dan Carpenter, Alderperson  
**AYES:** Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson  
**ABSENT:** Dean Raasch

11. Resolution #17-74, A Resolution Authorizing and Providing for the Sale and Issuance of \$1,730,000 Taxable General Obligation Refunding Bonds, Series 2017B, and All Related Details

Alderperson Lueck moved, seconded by Alderperson Carpenter to approve the 2017B Taxable Refunding Bonds. Joe Murray of Springsted and Finance Director Joe Zegers came forward and discussed the pricing of the bonds sold today. Joe Murray affirmed that Moody's rated the City of De Pere at AA2, the third highest rating possible. Discussion followed. Alderpersons Lueck and Carpenter amended their original motion to approve the borrowing for 1.7 million. Discussion followed. Alderperson Raasch arrived at the meeting.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Larry Lueck, Alderperson                                          |
| <b>SECONDER:</b> | Dan Carpenter, Alderperson                                        |
| <b>AYES:</b>     | Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch |

12. Resolution #17-75, A Resolution Authorizing and Providing for the Sale and Issuance of \$2,015,000 General Obligation Promissory Notes, Series 2017A, and All Related Details

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Ryan Jennings, Alderperson                                        |
| <b>SECONDER:</b> | Casey Nelson, Alderperson                                         |
| <b>AYES:</b>     | Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch |

13. Resolution #17-76, Authorizing Agreement Between The City of De Pere and St. Norbert College, Inc. Regarding State Lab of Hygiene Testing Collaboration.

|                  |                                                          |
|------------------|----------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [7 TO 0]</b>                                  |
| <b>MOVER:</b>    | Casey Nelson, Alderperson                                |
| <b>SECONDER:</b> | Ryan Jennings, Alderperson                               |
| <b>AYES:</b>     | Boyd, Carpenter, Hansen, Jennings, Lueck, Nelson, Raasch |
| <b>ABSTAIN:</b>  | Scott Crevier                                            |

14. Resolution #17-77, Disallowance of Claim (Cornerstone Pavers, LLC).

City Attorney Judy Schmidt-Lehman explained that Cornerstone Pavers LLC is a subcontractor of Relyco, and that the City only has a contract with Relyco.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Jonathon Hansen, Alderperson                                      |
| <b>SECONDER:</b> | Dan Carpenter, Alderperson                                        |
| <b>AYES:</b>     | Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch |

15. Resolution #17-78, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and Midland Plastics, Inc.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Scott Crevier, Alderperson                                        |
| <b>SECONDER:</b> | Dean Raasch, Alderperson                                          |
| <b>AYES:</b>     | Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch |

16. Resolution #17-79, Authorizing Agreement for Consultant Services Between the City of De Pere and Vogels Buckman Appraisal Group Inc. (Right-of-Way Acquisition Main Avenue-Lawrence Drive Roundabout).

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Dan Carpenter, Alderperson                                        |
| <b>SECONDER:</b> | James Boyd, Alderperson                                           |
| <b>AYES:</b>     | Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch |

17. Voucher Approval.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Scott Crevier, Alderperson                                        |
| <b>SECONDER:</b> | James Boyd, Alderperson                                           |
| <b>AYES:</b>     | Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch |

18. Operator License Applications.

| CITY OF DE PERE                                 |                        |
|-------------------------------------------------|------------------------|
| License Committee - October 3, 2017             |                        |
|                                                 |                        |
| Previously Tabled Operator License Applications |                        |
| 1                                               | SABILLON, ELIZABETH A. |
|                                                 |                        |
| New Operator License Applications               |                        |
| 1                                               | ANGELUCCI, NICOLE M.   |
| 2                                               | BAEB, KATHERINE M.     |
| 3                                               | DUDZIK, SCOTT A.       |
| 4                                               | GRAHEK, TONI K.        |
| 5                                               | THIERER, STEVE E.      |

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Operator License Applications #1-5. Upon vote, motion carried unanimously.

|                |                                                                   |
|----------------|-------------------------------------------------------------------|
| <b>RESULT:</b> | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>AYES:</b>   | Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch |

19. Future Agenda Items.

Alderperson Hansen requested that the City review offering a master calendar of events for the City that would combine City events with Definitely De Pere events and the Chamber of Commerce events. This item will go to the Finance Committee. Alderperson Lueck requested a Southern Bridge update.

20. Consideration of Acquisition of Property for Economic Development Purposes

Alderperson Crevier moved, seconded by Alderperson Raasch to close the meeting at 7:59 p.m. Upon roll call vote, motion carried unanimously.

Alderperson Crevier moved, seconded by Alderperson Boyd to open the meeting at 8:06 p.m. Upon roll call vote, motion carried unanimously.

21. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:07 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

**City of De Pere, Wisconsin****Request For Common Council Action**

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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Human Resources

**FROM:** Shannon Metzler

**SUBJECT:** Recommendation from Finance/Personnel Committee to approve the 2018 Benefit Renewal and Plan Design Changes

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**ATTACHMENTS:**

- 2018 Council Recommendation (1st draft) (DOCX)
- Letter to employees rolling out health nurse (DOCX)



# Memo

City of De Pere

To: Members of the Finance/Personnel Committee  
 From: Shannon Metzler, Human Resources Director  
 RE: Consideration of 2018 Benefit Renewal and Plan Design Changes  
 Date: October 10, 2017

Note: The Finance/Personnel Committee approved all of the recommended changes at the October 10, 2017 meeting.

## Employee Benefits

We continue to monitor the benefit plans provided to the employees to maintain high value, financially stable design and costs. 2017 was a year of some big changes that projected plan sustainability. As we plan into 2018, we continually evaluate the fixed costs of the plan and opportunity to educate members on the high quality benefits provided.

## Medical Plan language clarification

This year we concentrated on our plan language and design as compared to market standards with UMR/UHC. We're recommending the following changes to meet the market. (NOTE: we have not had any member use the acupuncture benefit to date)

| Current Plan Design                                                                                                                                         | 2018 Proposed Changes                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Manipulation – Medical necessity changed at 15 visits                                                                                                       | Manipulation – Medical necessity increased to be checked at 25 visits |
| Replacement Batteries for Wheelchairs only                                                                                                                  | Exclude all replacement batteries                                     |
| Orthotic & Orthopedic shoes covered with a diagnosis of diabetes and hammertoe                                                                              | Allow custom molded foot orthotics for any diagnosis                  |
| Include initial purchase & fitting of the prosthetic; replacement is covered if due to pathological changes or growth; repair or maintenance is not covered | Include initial purchase, fitting, repair and replacement             |
| Routine Vision Exam: (1) every (2) calendars years                                                                                                          | (1) Exam & (1) refraction per calendar year                           |
| Physical Therapy/Occupation Therapy/Speech Therapy: 100 combined visits annually                                                                            | Check for medical necessity after 25 visits                           |
| Acupuncture; No limits                                                                                                                                      | Acupuncture not covered                                               |

| 2018 <u>Addition</u> of Prior Authorization language to plan: |                                                  |
|---------------------------------------------------------------|--------------------------------------------------|
| Radiology Services (MRA, MRI, PET, CT)                        | Radiation Therapy for Cancer Diagnosis           |
| Occupational, Speech or Physical Therapy                      | Reconstructive Surgeries and Cosmetic Procedures |
| Genetic Testing                                               | Hormone Therapies                                |

### **Medical Renewal Rates 0% Increase**

Based on the plan performance and the above recommended plan language changes, we are recommending the current rates remain effective for the 2018 plan year. The medical trend continues to be approximately 8.5%. The rates would continue to be:

| <b>Current - Renewal</b>        |            |
|---------------------------------|------------|
| Single:                         | \$735.05   |
| EE+1:                           | \$1,368.08 |
| Family:                         | \$2,243.86 |
| Retiree Single under 65:        | \$970.27   |
| Retiree EE+1 under 65:          | \$1,805.87 |
| Retiree Family under 65:        | \$2,961.90 |
| Medicare Single over 65:        | \$661.55   |
| Medicare Two over 65:           | \$1,323.10 |
| Medicare one over one under 65: | \$1,631.82 |

### **Dental Insurance**

We also reviewed our dental plan components to meet market offerings. Below are the recommended changes to the plan.

| <b>Current Plan Design</b>     | <b>Proposed 2018 plan changes</b> |
|--------------------------------|-----------------------------------|
| <i>Humana Plan</i>             |                                   |
| Endodontics – Coverage at 80%  | Endodontics – Coverage at 50%     |
| Gold Crowns – Covered at 50%   | Gold Crowns – Covered at 0%       |
| Gold Fillings – Covered at 80% | Gold Fillings – Covered at 0%     |

### **Dental Renewal Rates**

Based on the plan performance, we are recommending a 10% increase to our Humana self-funded plan. The CarePlus rates will remain as is for 2018.

| <b><u>Current - Humana</u></b> | <b><u>2018 – Humana Renewal</u></b> | <b><u>Dental Associates</u></b> |
|--------------------------------|-------------------------------------|---------------------------------|
| Single - \$ 42.75              | Single - \$47.03                    | Single - \$34.94                |
| Family - \$129.96              | Family - \$142.96                   | Family - \$99.71                |

### **Life and LTD**

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

### **Wellness**

Last year we implemented Health Assessments (HA's) partnered with Bellin Health and Healics. The City had a 93% participation rate and an overall average score of 77.2 as compared to Healics Nationwide average of 76.3.

As an incentive to participate in the HA's, we integrated the Health Reimbursement Account (HRA) dollars provided by the City of De Pere to employees. The 2017 Health reimbursement dollars were reduced by 50% but could be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount

contributed to the HRA then equaled the same amount received in the past. The IRS has since impacted a ruling where the employee incentive may not be reduced based upon the spouse's refusal to participate in the health assessment. Therefore, for 2018, the HRA earned incentive will be split between the employee and the spouse equally. If they both participate, the employee will receive the same incentive dollars in the HRA account as they previously could. If the spouse does not participate, or vice a versa, the employee will earn half the amount. If the employee does not have a spouse, they will earn the full amount by their participation.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion was delayed the first year as we understood it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

Participants of last year's health assessments completed a health assessment feedback session with a health coach to review their health assessment score. We would like to enhance our services and now offer voluntary feedback with a Registered Nurse throughout the year versus a one-time appointment with a health coach. Please see the attached draft memo to employees which outlines the nursing program in further detail. Also, please see the attached contract for this service with Bellin Health.

The cost of the feedback session was \$2,800. We will be eliminating that expense going forward. The funding of \$5,200 of per year for an onsite nurse services/health coaching was approved last year as part of the renewal, but will first be implemented in December of 2017. The program will actually cost \$3,600 initially and if the program is successful, we would have the ability to increase the number of hours a nurse will be onsite beyond the 6 hours a month that we will start with. Funding for this program comes directly from the health cash account. This account is running at an 87% loss ratio.

#### **Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA**

The IRS has increased the amount an employee can put into a medical FSA to \$2,600 annually. We will be allowing this full amount.

#### **Voluntary Vision Benefit**

While a voluntary benefit, it will be considered open enrollment for any members who wish to participate in this program.

#### **Member Communication**

In the past we have held several employee meetings to educate on our annual benefit offerings. These meetings have traditionally been poorly attended. This year we are working with M3 to create a Brain Shark, a voice-animated power point that will be concise, informational and have the ability to be shared at department meetings, at home or on any smart device. We believe as time continues to be short for everyone and technology on the rise, this may be our most effective opportunity yet! Open enrollment will be from October 30 – November 17.

Please contact me at 339-4045 if you have questions prior to the meeting.

# MEMO

**To:** City of De Pere Employees & Spouses  
**From:** Shannon Metzler, Human Resources Director  
**Date:** November 2017  
**Re:** New Worksite Health Services

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The City of De Pere in partnership with Bellin Health is pleased to announce **Health Coaching and Nursing services** will be available onsite starting December 2017. Participants of last year's health assessments completed a health assessment feedback session with a health coach to review their health assessment score. We are enhancing our services and now offering voluntary feedback with a Registered Nurse throughout the year versus a one-time appointment with a health coach. With the onset of this new offering, there's no longer a requirement to complete a mandatory Health Assessment (HA) Feedback Session.

Health Coaching and Nursing services are **voluntary, confidential and completely free** (valued at \$100-150 per hour\*) offered to **benefit eligible employees and spouses**. (These services are not offered to children). The services include the following:

## Nursing/Clinical

- Blood pressure monitoring and body fat (BMI) composition (previously offered through the City's health department)
- Immunizations/Vaccinations such as flu (previously offered through the City's health department), tetanus, pneumonia and TB skin test
- Treat and prescribe (based on Bellin Medical Group protocol) for strep throat, head lice, cold sores, pink eye and swimmer ear
- Basic care for earaches, sinus infections, flu or cold symptoms and more including worksite testing such as blood sugar (Basic care is providing an assessment, providing options for self-care or referral if necessary)
- Pain and injury consultation
- Information on age-appropriate screenings and tests
- Cryotherapy; "cold therapy" or use of ice or cold packs applied to a part of the body after an injury to reduce inflammation
- Kinesiology; taping that can benefit a wide variety of musculoskeletal and injuries, plus inflammatory conditions
- CPR and First Aid training

### Health Coaching

- Understand and improve your HA results
- Improve nutritional choices
- Incorporate movement into your lifestyle
- Weight Loss
- Learn and use stress reduction techniques
- Manage chronic diseases (like high blood pressure, diabetes or tobacco addiction)

### Meet Nurse Sabrina

Sabrina has been a Registered Nurse for 28 years. She has worked for Bellin Heath for the last 15 years at various different companies as an onsite nurse/health coach helping participants with a number of things including: improving their health and well-being, treating and preventing injuries (work and non-work related) diagnosing and treating medical issues, etc. People that have worked with Sabrina enjoy her wealth of knowledge, engaging personality and high energy.



Nurse Sabrina will be reaching out to all participants by phone that score a 70 and below on their health assessment and encouraging them to make an appointment with her. Appointments can be in person or telephonic. Everyone can benefit from seeing Nurse Sabrina no matter your score as everyone has things to improve.

Appointments can be scheduled online at [Bellin.org/cityofdepere](http://Bellin.org/cityofdepere) or by calling the 24/7 Employer Clinic Hotline at (800) 528-7883. She can be reached by e-mail at [nurse@mail.de-pere.org](mailto:nurse@mail.de-pere.org). The scheduling link will be on the City's website under Human Resources. With supervisor approval, employees can meet with our Nurse Coach during working hours.

### Locations:

City Hall (335 S. Broadway St.-Police department Conference Room)

- 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month
- 12 p.m.-1:30 p.m.

Municipal Service Center (925 S. Sixth St.-Small Conference Room)

- 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month
- 2 p.m. to 3 p.m.

If you have questions, please contact the City of De Pere Human Resources at 339-4045. Thank you.

**City of De Pere, Wisconsin****Request For Common Council Action**

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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Fire Department

**FROM:** Lea Taylor

**SUBJECT:** Recommendation from the Personnel & Finance Committee to approve the purchase of new Self Contained Breathing Apparatus (SCBA) for the Fire Department.

---

**ATTACHMENTS:**

- SCBA REQUEST (PDF)

# Memo



**To:** Honorable Mayor Michael Walsh  
Members of the Finance & Personnel Committee

**From:** Alan Matzke, Fire Chief

**Date:** September 26, 2017 *ACM*

**Re:** Request to Purchase New Self Contained Breathing Apparatus

The Fire & Rescue Department would like to respectfully request permission to purchase new Self-Contained Breathing Apparatus (SCBA). The current Self-Contained Breathing Apparatus system was purchased in February of 2002 with a lifespan of 15-years. This equipment is the most vital component of personal protective equipment. Use of Self-Contained Breathing Apparatus is required to safely perform firefighter's mission critical tasks.

In order to receive the best competitive price and ensure the most appropriate use of taxpayer funds, the Department requested competitive bids from regional fire safety equipment vendors/suppliers. Four different qualified companies provided the Department with sealed bids, as described in the Request for Proposal (RFP) dated July 27, 2017. On Friday, September 8, 2017 at 4:00 p.m., the bids were opened at Fire Station #1. Attachment A is the base bid tabulation sheet that was compiled at this bid opening.

The replacement cost of the Self-Contained Breathing Apparatus was included in the 2017 Executive Budget and projected at \$278,000. The actual cost of replacing this system is fortunately significantly less than projected at \$178,105.20. When the RFP was developed, the current number of Paid-on-Call firefighters was used to establish the quantity of the face pieces. I would like to increase the number of Paid-on-Call staff back to the previously established number of twenty and not the current number of ten. I am requesting to purchase an additional ten face pieces at a total increase of \$2,383, in addition to the \$178,105.20, for a total purchase price of \$180,488.20.

All of our department members had a chance to review and test the different Self-Contained Breathing Apparatuses during several training events this past year. An evaluation tool was created to assist each member in evaluating the different features and preferences of each manufacturer. Our staff rated the manufacturer based on their individual preferences and the majority of the group was hoping to purchase



MSA. The bid from MSA was \$54,242.80 more than the lowest bid, making the popular choice of MSA very difficult to justify.

The replacement Self-Contained Breathing Apparatus that the Fire Rescue Department is requesting approval to purchase is made in the U.S.A. by Scott Safety. The selected product meets all national and state Self-Contained Breathing Apparatus standards and the needs of the City of De Pere now and for many years into the future at a total fixed cost of \$180,488.20.

Thank you for your consideration of this request. I respectfully urge the Finance and Personnel Committee to approve the request to purchase this vital safety equipment and forward the recommendation for final approval by the City of De Pere Common Council.

**CITY OF DE PERE - FIRE RESCUE DEPARTMENT**  
**SELF-CONTAINED BREATHING APPARATUS (SCBA)**  
**AND RELATED COMPONENTS**



**TABULATION OF BIDS**  
**BID OPENING: SEPTEMBER 8, 2017 at 4:00 P.M.**  
**ATTACHMENT A**

| <u>SUPPLIER NAME</u>                          | <u>BID PRICE</u> | <u>TRADE-IN ALLOWANCE</u> | <u>BID PRICE LESS TRADE</u> |
|-----------------------------------------------|------------------|---------------------------|-----------------------------|
| 1. Jefferson Fire & Safety (Scott)            | \$181,485.20     | \$3,380.00                | \$178,105.20                |
| 2. Oshkosh Fire & Police Equipment (Scott)    | \$184,611.00     | \$3,920.00                | \$180,691.00                |
| 3. Paul Conway Shields (Interspiro)           | \$223,000.00     | \$4,960.00                | \$218,040.00                |
| 4. 5 Alarm Fire & Safety Equipment, LLC (MSA) | \$234,948.00     | \$2,600.00                | \$232,348.00                |

**City of De Pere, Wisconsin**



**Request For Common Council Action**

**MEETING DATE:**                      **October 17, 2017**

**DEPARTMENT:**                      **Public Works**

**FROM:**                                  **Eric Rakers**

**SUBJECT:**                              **Recommendation of the Board of Public Works to Accept Broadway Pedestrian Crossing Study and Policy Recommendations.**

**The Board of Public Works at the October 9, 2017 meeting accepted the Broadway Pedestrian Crossing Study and Policy Recommendations and approved forwarding them to the Common Council.**

Ken Voight from Ayres and Associates is presented the report and crosswalk policy. Ayres and Associates was hired in 2016 to evaluate pedestrian safety and make recommendations for improvements on Broadway Avenue and to create a crosswalk policy for 4-lane arterial streets throughout the City. The primary area for the Broadway study was the corridor north of downtown from Cass Street to 700 feet north of Randall Street. The scope of services for the project included:

1. Attend a kickoff meeting with Staff and conduct a field visit.
2. Conduct two pedestrian counts and traffic gap analyses for pedestrian crossing.
3. Attend one public information meeting in the evening with the neighborhood association.
4. Provide a report analyzing the pedestrian crossing enhancement options with the pros and cons for each on Broadway Avenue. Provide a recommendation along with a preliminary cost estimate.
5. Provide recommendations and a preliminary cost estimate on traffic calming techniques that could be used to reduce speed in the corridor and notify motorists of a change in speed at the north limits of the study.
6. Provide recommendations on crosswalk policies for 4-lane arterial facilities, including new construction/reconstruction and retrofitting crosswalks on existing facilities.
7. Attend a Board of Public Works meeting and Council meeting to present the report.
8. Create a report after the presentation to the Common Council summarizing the results and data from Items 4, 5, and 6 above.

The report has been completed and has been placed on the City's website. Letters were sent out to people invited to the public information meeting directing them to the website to review the report. They were also notified of this meeting in that letter.

Recommendations for the Broadway Avenue corridor from Cass Street to 700 feet north of Randall Street are included on pages 29 through 31 in the report. The report recommends a tiered approach to the upgrading pedestrian facilities in the corridor. Staff has included budget

worksheets for 2018 for additional marking and signing on the crosswalks and the installation of radar speed feedback signs.

The recommended crosswalk policy is included in Appendix A of the report.

**ATTACHMENTS:**

- Final Broadway Report (PDF)

**Broadway Street Pedestrian Safety Study  
Cass Street to 700 Feet North of Randall Avenue**



**Prepared for:  
City of De Pere, Wisconsin**

**Prepared by:**  
**AYRES**  
**ASSOCIATES**

**June, 2017**

## Broadway Street Pedestrian Safety Study Cass Street to 700 Feet North of Randall Avenue

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Appendix: City of De Pere Crosswalk Location Policy

## Broadway Street Pedestrian Safety Study Cass Street to 700 Feet North of Randall Avenue

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## **Broadway Street Pedestrian Safety Study Cass Street to 700 Feet North of Randall Avenue**

### **1. Study Background**

The City of De Pere has received complaints regarding pedestrian crossing safety and traffic speeds on Broadway Street between Cass Street and a point 700 feet north of Randall Avenue. These concerns include pedestrian crossing safety on Broadway Street, excessive traffic speeds along Broadway Street and the failure of drivers to obey traffic warning devices, including the flashing red flashing STOP signs on school buses picking up or dropping off students. The City has identified the following traffic management measures for evaluation as a part of this study:

1. Traffic calming options for arterial streets
2. Use of rectangular rapid flashing beacons (RRFB)
3. Use of High-Intensity Activated Crosswalk (HAWK) beacons
4. Traffic signal installation at Broadway/Ridgeway intersection
5. Median pedestrian refuge crosswalk islands
6. Elimination of crosswalks to increase usage of other marked crosswalks
7. Modifications to crosswalk striping patterns

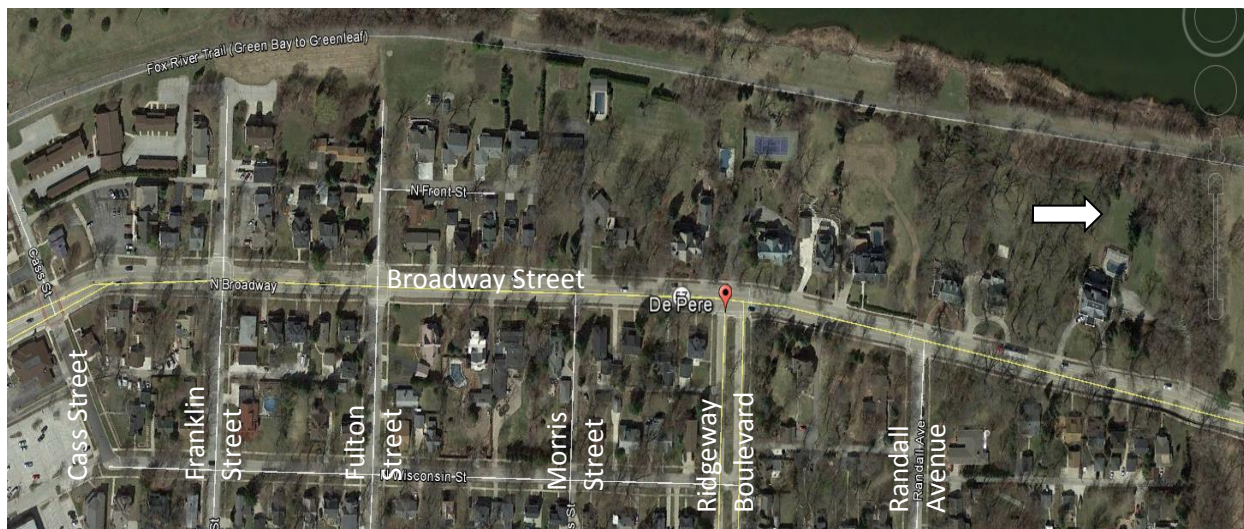
This report has been prepared to identify existing pedestrian and traffic conditions along the study segment of Broadway Street, provide analysis of the traffic management measures listed above, and to recommend pedestrian safety enhancements and traffic speed management controls on Broadway Street. Included in the Appendix of this report is a policy for a city-wide crosswalk location evaluation process.

### **2. Existing Conditions**

For reference purposes, Figure 1 shows the study segment of Broadway Street.



**Figure 1: Broadway Street Pedestrian Safety Study Corridor**



**a. Roadway Design/Traffic Controls**

The study segment of Broadway Street is a 44-foot wide, 4-lane arterial street, with a posted 25 mph speed limit. The posted speed limit north of the study segment is 35 mph. On-street parking is not allowed along the study segment of Broadway Street. According to 2015 traffic counts taken by the Wisconsin Department of Transportation (WisDOT), Broadway Street carries 13,000 vpd south of James Street and 17,600 vpd north of Randall Avenue. Ridgeway Boulevard east of Broadway Street carries 3,800 vpd.

Intersection spacing along the Broadway Street study corridor is listed below on Table 1.

**Table 1: Broadway Street Intersections**

| <b>Intersection</b> | <b>Spacing</b> | <b>Crosswalk</b> |
|---------------------|----------------|------------------|
| Cass Street         | --             | Yes              |
| Franklin Street     | 380 ft.        | Yes              |
| Fulton Street       | 350 ft.        | Yes              |
| Morris Street       | 440 ft.        | No               |
| Ridgeway Boulevard  | 350 ft.        | Yes              |
| Randall Avenue      | 430 ft.        | Yes              |

Each of these intersections has marked crosswalks on Broadway Street except at Morris Street. The crosswalk marking patterns range from colored crosswalks at Cass Street to diagonal 'Zebra' style markings at Randall Avenue with the other crossings marked with two standard parallel white lines.

**b. Pedestrian/Traffic Gap Data**

The *Manual on Traffic Control Devices* (MUTCD) provides national standards for the use of all traffic control devices. The MUTCD requires specific analysis of

traffic/pedestrian volumes and traffic gap availability in the study of pedestrian crossing safety enhancements. Accordingly, the City of De Pere requested that Ayres Associates collect traffic volume, pedestrian counts and traffic gap distribution data at the Broadway Street intersections with Randall Avenue and with Ridgeway Boulevard. Traffic gaps can be qualified as a 'combined' gap when simultaneous gaps occur in both directions of traffic or as 'individual' gaps when gaps are only available in one direction of traffic flow. Tables 2 and 3 summarize the pedestrian and traffic gap data.

**Table 2: Pedestrian Two-Way North/South 'Combined' Traffic Gap Summary**

**\* Randall Avenue Intersection**

| Time Period    | Gaps Greater Than 14 Seconds |                       | Number of Pedestrians* |    | Hourly Volume |
|----------------|------------------------------|-----------------------|------------------------|----|---------------|
|                | Wed. 10/12/16                | Thur. 10/13/16        | Wed/Thur.              |    | Wed./Thur.    |
| 7:00 – 8:00 AM | 11                           | 9                     | 1                      | 1  | 1,340/1,420   |
| 7:30 – 8:30 AM | 14                           | 12                    | 0                      | 6  |               |
| 8:00 – 9:00 AM | 36                           | 28                    | 0                      | 9  | 880/910       |
| Total          | 45                           | 39                    | 1                      | 16 |               |
|                | <b>Tues. 10/11/16</b>        | <b>Thur. 10/13/16</b> |                        |    |               |
| 2:30 – 3:30 PM | 21                           | 19                    | 0                      | 0  |               |
| 3:00 – 4:00 PM | 13                           | 20                    | 0                      | 0  | 1,300/1,240   |
| 3:30 – 4:30 PM | 8                            | 15                    | 0                      | 0  |               |
| 4:00 – 5:00 PM | 7                            | 16                    | 0                      | 0  | 1,540/1,480   |
| 4:30 – 5:30 PM | 7                            | 21                    | 1                      | 0  |               |
| Total          | 36                           | 55                    | 1                      | 0  |               |

**\* Ridgeway Boulevard Intersection**

| Time Period    | Gaps Greater Than 14 Seconds |                       | Number of Pedestrians* |   | Hourly Volume |
|----------------|------------------------------|-----------------------|------------------------|---|---------------|
|                | Wed. 10/12/16                | Thur. 10/13/16        | Wed/Thur.              |   | Wed./Thur.    |
| 7:00 – 8:00 AM | 21                           | 24                    | 1                      | 0 | 1,160/1,230   |
| 7:30 – 8:30 AM | 19                           | 21                    | 0                      | 0 |               |
| 8:00 – 9:00 AM | 39                           | 39                    | 0                      | 0 | 830/830       |
| Total          | 58                           | 63                    | 1                      | 0 |               |
|                | <b>Tues. 10/11/16</b>        | <b>Thur. 10/13/16</b> |                        |   |               |
| 2:30 – 3:30 PM | 25                           | 13                    | 0                      | 0 |               |
| 3:00 – 4:00 PM | 13                           | 14                    | 0                      | 0 | 1,280/1,220   |
| 3:30 – 4:30 PM | 11                           | 18                    | 0                      | 0 |               |
| 4:00 – 5:00 PM | 7                            | 13                    | 0                      | 0 | 1,490/1,450   |
| 4:30 – 5:30 PM | 5                            | 11                    | 0                      | 0 |               |
| Total          | 36                           | 42                    | 0                      | 0 |               |

Note: \* Traffic gap data, pedestrian and traffic counts were all collected on the same days.

Weather Conditions: October 11<sup>th</sup> – partly cloudy/72 degrees

October 12<sup>th</sup> – cloudy/61 degrees

October 13<sup>th</sup> – cloudy/48 degrees

Based on the 44-foot curb-to-curb width of Broadway Street it is calculated that a pedestrian requires a 'combined' two-way gap in northbound and southbound traffic of 12.6 to 14.7 seconds at a walking speed of 3.5 to 3.0 feet per second, respectively, to safely cross Broadway Street in accordance with the MUTCD. The 14.7 second traffic gap time reflects the slower walking speeds of some elderly and physically disabled citizens.

Randall Avenue: As shown on Table 2, the minimum number of 'combined' traffic gaps exceeding 14 seconds at Randall Avenue was 9 during the morning 7:00 to 8:00 AM time period compared to 7 acceptable gaps during the 4:30 to 5:30 PM time period. As also shown on Table 2, the number of pedestrians crossing Broadway Street during a one-hour time period reaches a maximum of 9 pedestrians during the morning 8:00 to 9:00 AM time period with only 1 pedestrian crossing Broadway Street during the 3-hour evening 2:30 to 5:30 PM time period.

Ridgeway Boulevard: In comparison, at the Ridgeway Boulevard intersection the minimum number of 'combined' traffic gaps greater than 14 seconds was 19 during the 7:30 to 8:30 AM morning time period and 5 during the 4:30 to 5:30 PM evening time period. There was only 1 pedestrian observed crossing Broadway Street during the morning time period with no pedestrians observed during the 3-hour afternoon time period. The traffic gap and pedestrian count data was relatively consistent during both survey days.

The data summary from Table 2 assumes a pedestrian needs to completely cross Broadway Street in a single stage. If Broadway Street was constructed with pedestrian refuge median islands then a pedestrian would only be required to cross one direction of traffic at a time requiring a reduced 'individual' one-way traffic gap of 8 seconds or greater. Table 3 provides a summary of 'individual' traffic gaps in north and southbound traffic.

**Table 3: Pedestrian North and South 'Individual' Traffic Gap Summary**

**\* Randall Avenue Intersection**

| Time Period    | Gaps Greater Than 8 Seconds |                       |
|----------------|-----------------------------|-----------------------|
|                | Wed. 10/12/16               | Thur. 10/13/16        |
|                | Northbound/Southbound       | Northbound/Southbound |
| 7:00 – 8:00 AM | 100/116                     | 86/127                |
| 8:00 – 9:00 AM | 143/146                     | 129/153               |
|                | <b>Tues. 10/11/16</b>       | <b>Thur. 10/13/16</b> |
| 2:30 – 3:30 PM | 121/139                     | 147/138               |
| 3:30 – 4:30 PM | 126/130                     | 127/137               |
| 4:30 – 5:30 PM | 126/100                     | 114/116               |

**Table 3: Pedestrian North and South ‘Individual’ Traffic Gap Study Summary (continued)**

**\* Ridgeway Boulevard Intersection**

| Time Period    | Gaps Greater Than 8 Seconds |                       |
|----------------|-----------------------------|-----------------------|
|                | Wed. 10/12/16               | Thur. 10/13/16        |
|                | Northbound/Southbound       | Northbound/Southbound |
| 7:00 – 8:00 AM | 133/133                     | 116/134               |
| 8:00 – 9:00 AM | 144/146                     | 148/151               |
|                | <b>Tues. 10/11/16</b>       | <b>Thur. 10/13/16</b> |
| 2:30 – 3:30 PM | 115/132                     | 113/125               |
| 3:30 – 4:30 PM | 130/126                     | 140/119               |
| 4:30 – 5:30 PM | 124/89                      | 122/104               |

As shown on Table 3, the minimum number of acceptable gaps per hour exceeding 8 seconds for a pedestrian to safely cross northbound traffic at Randall Avenue was 86 gaps on Thursday, November 13<sup>th</sup> with 116 acceptable gaps in southbound traffic during the 7:00 AM to 9:00 AM morning time period on Wednesday, November 12<sup>th</sup>. During the evening 2:30 PM to 5:30 PM time period the minimum number of hourly gaps exceeding 8 seconds was 114 gaps in northbound traffic on Thursday, November 13<sup>th</sup> with 100 gaps in southbound traffic on Tuesday, November 11<sup>th</sup>.

In comparison, at the adjacent Ridgeway Boulevard intersection there were 116 northbound gaps on Thursday, November 13<sup>th</sup> with 133 acceptable gaps in southbound traffic on Wednesday, November 12<sup>th</sup> during the morning 7:00 AM to 9:00 AM time period. During the evening 2:30 PM to 5:30 PM time period the minimum number of hourly gaps exceeding 8 seconds was 113 gaps in northbound traffic on Thursday, November 13<sup>th</sup> with 89 gaps in southbound traffic on Tuesday, November 11<sup>th</sup>.

**c. Ridgeway Boulevard Intersection Traffic Operation**

A peak hour traffic analysis was conducted for the Broadway Street intersection with Ridgeway Boulevard. Intersection operation is defined by Level of Service (LOS) ratings of ‘A’ through ‘F’. Level of Service ‘A’ is associated with no traffic delays or intersection queuing, whereas LOS ‘F’ represents gridlock conditions where the volume entering an intersection exceeds the intersection capacity. Urban intersections are typically designed to operate at LOS ‘C’ or LOS ‘D’ conditions. Table 4 summarizes the LOS operation for the Ridgeway Boulevard intersection during the morning and evening peak hour time periods.

**Table 4: Existing Peak Hour Operation of the Broadway Street Intersection with Ridgeway Boulevard**

| Time Period       | Southbound |         | Northbound |         | Westbound |            |
|-------------------|------------|---------|------------|---------|-----------|------------|
|                   | Left Turn  | Through | Right Turn | Through | Left Turn | Right Turn |
| Morning Peak Hour | A          | A       | A          | A       | D         | B          |
| Evening Peak Hour | A          | A       | A          | A       | F         | B          |

As shown on Table 4, all morning peak hour intersection traffic movements are operating at Level of Service 'D' or better with LOS 'A' operation on Broadway Street. In comparison, during the evening peak hour the westbound left turn movement from Ridgeway Boulevard onto Broadway Street operates at LOS 'F'.

#### d. Traffic Speeds

At the request of the City of De Pere, the WisDOT collected traffic speed information on Broadway Street at its intersection with Randall Avenue, which has a posted speed limit of 25 mph. This data, collected in August 2015, indicates that the existing average speed was 30.3 mph with an 85<sup>th</sup> percentile speed of 34.5 mph and a maximum measured speed of 39 mph. (It is noted that the 85<sup>th</sup> percentile speed value is frequently used as a criteria to determine posted speed limits.)

The WisDOT also collected Broadway Street speed data north of the North City Limit in November, 2015. According to the WisDOT data, the average traffic speed on Broadway Street was 38.4 mph, which the WisDOT considers to represent moderate compliance with the posted 35 mph speed limit. The WisDOT data also indicates that the 85<sup>th</sup> percentile speed was 42.1 mph with a maximum measured speed of 50 mph. The WisDOT concluded that reducing the speed limit to 25 mph north of the City Limit could be expected to increase driver non-compliance with the posted speed limit to 95%, expressing concern that lowering the speed limit would increase the variance in vehicle speeds resulting in an increased number of vehicle crashes on Broadway Street.

#### e. Traffic Safety

According to a WisDOT 7-year time period review of traffic crashes on Broadway Street between 2010 and 2016, the study segment crash rate was 79 crashes per 100 million vehicle miles. This is below the most recent statewide average rate of 87. A detailed review of the crash data during that 7-year time period conducted by Ayres Associates is summarized on Table 5.

**Table 5: Broadway Street Intersection Crash Summary: 2010-2016**

| Intersection       | Total Crashes | Property Damage | Injury | Collision Type |        |       |
|--------------------|---------------|-----------------|--------|----------------|--------|-------|
|                    |               |                 |        | Rear End       | Object | Other |
| Randall Avenue     | 9             | 8               | 1      | 4              | 1      | 4     |
| Cass Street        | 6             | 6               | 0      | 2              | 2      | 2     |
| Ridgeway Boulevard | 1             | 0               | 1      | 0              | 0      | 1     |
| Total              | 16            | 14              | 2      | 6              | 3      | 7     |



As shown on Table 5, the only intersections with reported crashes between 2010 and 2016 involved Randall Avenue with 9 crashes, Cass Street with 6 crashes and Ridgeway Boulevard with 1 crash. Only two crashes resulted in personal injuries with the other 14 crashes resulting in property damage only. The predominant collision type, 38 percent, involved rear-end collisions between vehicles.

**f. Existing Condition Summary**

It is concluded from the analysis of existing conditions along the study segment of Broadway Street that:

1. The number of pedestrians observed crossing Broadway Street at its intersections with Randall Avenue and Ridgeway Boulevard were very low reaching a high of 9 pedestrians at the Randall Avenue intersection during the 8:00 AM to 9:00 AM time period. Formal public access points to the Fox River Trail are provided at Cass Street and south of Rose Lawn Boulevard north of the City Limit.
2. According to the *Manual on Uniform Traffic Control Devices* guidelines, a minimum two-way 'combined' traffic gap of 14 seconds is required for a pedestrian to safely cross Broadway Street. Based on traffic gap data collected in October there are a minimum of 9 gaps exceeding 14 seconds during the morning 7:00 AM to 8:00 AM time period and a minimum of 7 gaps exceeding 14 seconds during the evening 4:30 PM to 5:30 PM peak traffic time period at the Randall Avenue intersection.

At Ridgeway Boulevard the 14 second gap availability is fairly similar with a minimum of 19 gaps exceeding 14 seconds during the morning 7:30 AM to 8:30 AM time period with 5 gaps exceeding 14 seconds during the evening 4:30 PM to 5:30 PM time period.

The maximum number of pedestrians observed crossing Broadway Street at Randall Avenue during the morning peak traffic time period was 9 during the 8:00 AM to 9:00 AM time period. During the 3-hour afternoon time period between 2:30 PM to 5:30 PM only one pedestrian was observed crossing Broadway Street at Randall Avenue.

Even though the number of acceptable traffic gaps exceeds the number of pedestrians, this data indicates pedestrians desiring to cross Broadway Street can be required to wait for acceptable gaps to safely cross the street.

3. Analysis of peak hour traffic operating conditions indicates westbound left turns from Ridgeway Boulevard are experiencing delays and Level of Service 'F' operation during the evening peak traffic period. All other traffic movements are operating at acceptable levels.

4. Based on a year 2015 traffic speed study conducted by the WisDOT, current Broadway Street traffic speeds at Randall Avenue average 30 mph with 85 percent of drivers traveling at or below 34 mph. The maximum speed measured was 39 mph.
5. Over the 7-year time period between 2010 to 2016, a total of 16 crashes were reported on the study segment of Broadway Street with 9 crashes reported at Randall Avenue, 6 crashes reported at Cass Street and 1 crash reported at Ridgeway Boulevard. Only two crashes involved injuries with the predominant collision pattern involving rear-end collisions. No other traffic crashes were reported at the other study intersections.

### 3. Traffic Management Measures for Arterial Streets

Traffic calming is typically reserved for neighborhood streets with low traffic volumes and speeds. The purpose of neighborhood traffic calming is directed at reducing traffic speeds and discouraging cut-through traffic on neighborhood streets. Traffic calming tools for neighborhood streets typically include the use speed tables, intersection traffic circles, narrowed lanes and access restrictions such as construction of partial traffic diverters, mid-block center islands or curb extensions and cul-de-sacs.

In comparison, arterial streets are typically designed to operate at higher speeds ranging between 25 to 35 mph and carry significantly higher traffic volumes accommodating both local and through traffic patterns. It has been recognized in national studies that motorists will travel at the speed they feel is safe and appropriate within the adjacent land use context and street design. In order to tame (calm) traffic operation on arterial streets to create a pedestrian friendly environment it is necessary to evaluate selected neighborhood traffic calming tools as well as additional management measures designed to calm traffic speeds. Selected arterial traffic 'taming' and pedestrian safety measures are described below:

#### a. Speed Feedback Signs

Speed feedback signs may be permanently located on arterial street segments with documented traffic speeding conditions. These signs are designed to measure oncoming traffic speeds and indicate to drivers when they exceed the speed limit by flashing their speed in red numbers. In many cases the use of speed feedback signs have been shown to reduce traffic speeds by approximately 5 mph. The typical cost of a single speed feedback sign with a solar powered display is \$6,000. Figure 2 illustrates a typical radar speed feedback sign assembly.

**Figure 2: Typical Radar Speed Feedback Sign**



This traffic taming measure is considered an effective tool to manage traffic speeds on Broadway Street.

**b. Lane Narrowing**

Reducing the width of traffic lanes through the use of pavement markings has been shown to lower traffic speeds as drivers feel more restricted along a roadway. According to the ITE/CNU\* *Designing Walkable Urban Thoroughfare* report, arterial street lane widths can be as narrow as 10-feet without impacting traffic capacity or safety. Before/after studies indicate that traffic speeds can be reduced by approximately 2 mph by narrowing existing 12-foot wide traffic lanes. Typical pavement marking costs are approximately \$1 per foot.

This measure is not considered a viable tool to reduce traffic speeds on Broadway Street due to its existing narrower 11-foot wide traffic lanes and designation as a truck route.

\*Institute of Transportation Engineers/Congress for the New Urbanism (ITE/CNU)

**c. Corner Turn Radii**

It has been shown that drivers will make slower speed right turns when corner curb radii are constructed with a small turning radius. Typical urban street corner radii should be designed with a 10 to 15-foot radius. The smaller radius also provides a benefit to pedestrians by reducing their walking distance to cross a street and is more accommodating for the design of standard Americans with Disabilities Act (ADA) curb ramp requirements. The cost of reconstructing existing curb radii and ADA ramps is estimated at approximately \$15,000 per corner.

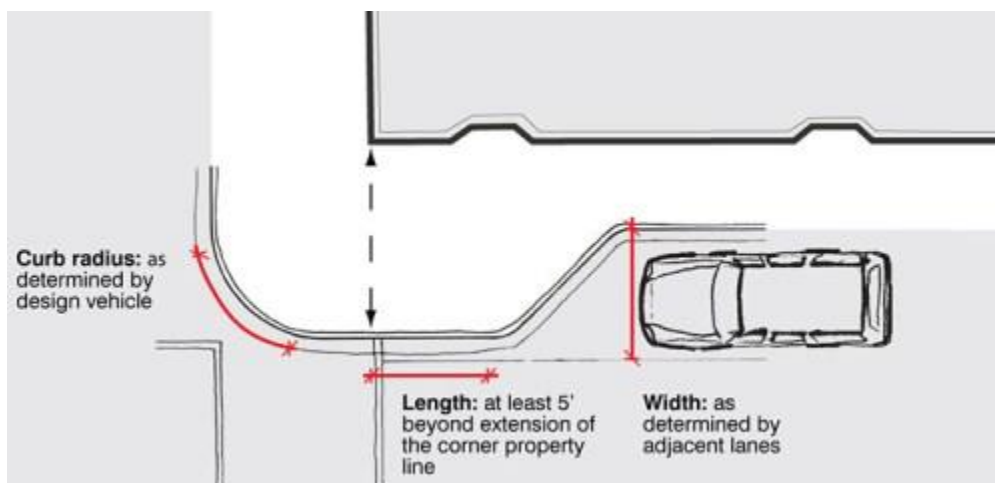
This traffic management measure is not considered a viable tool for Broadway Street as most intersection curb radii are constructed with an approximate 15 to 20-foot radius. It is noted that some existing corner curbs include a slight taper to reduce truck turning conflicts with oncoming traffic on Broadway Street.



#### d. Curb Extensions

Construction of corner curb extensions, as shown in Figure 3, can effectively narrow overall roadway widths at their approaches to intersections thereby shortening the distance for pedestrians to cross the street.

**Figure 3: Typical Curb Extension**



Corner curb extensions often are used to protect on-street parking areas and have the ability to provide opportunities for downtown streetscape enhancements. The cost of reconstructing existing curb radii for a corner curb extension is approximately \$15,000 per corner.

This traffic management measure is not considered a viable tool on the study segment of Broadway Street due to the need to maintain 4 through traffic lanes.

#### e. Median Islands

Figure 4 shows a typical median pedestrian refuge island design. Median pedestrian refuge islands can be constructed with a minimum width of 4-feet to provide a protected area for pedestrians crossing a street. It is desirable to provide a 6-foot median width to maximize safety for groups of pedestrians and children crossing a street.

**Figure 4: Typical Pedestrian Median Refuge Island**



Construction of pedestrian median refuge islands serve two major purposes. The first purpose of a pedestrian median refuge island is its ability to allow a pedestrian to find a gap in one direction of traffic at a time as compared to requiring a 'combined' two-way gap to safely cross the street. The second purpose of a pedestrian median refuge island is to reduce traffic speeds by providing a physical indication of a narrow traffic lane on the driver's side of a vehicle. The cost of reconstructing a pedestrian median refuge island on Broadway Street is estimated at \$25,000 each as it requires a minimum 2-foot set-back of the existing curb approaches to the intersection.

This traffic management measure, based on existing traffic gap data, is considered an important tool for enhancing pedestrian safety on Broadway Street.

**f. Gateway Treatments**

Gateway treatments usually consist of enhanced ground mounted signs, landscaping treatments or physical columns located adjacent to a street edge or median to notify drivers that they are entering a higher pedestrian urban area context to reduce speeds. Figures 5 and 6 illustrate gateway treatment examples. The cost of gateway construction can range from \$20,000 to \$50,000 depending on the complexity of the design.

**Figure 5: Gateway Column Example**



**Figure 6: Gateway Signage Example**





The existing land use context along Broadway Street changes dramatically at the northern limit of this study. Broadway Street north of the City Limit reflects a suburban development pattern with large building setbacks, surface parking lots and a lack of street related landscaping. In comparison, the segment of Broadway Street from 700 feet north of Randall Avenue to Cass Street represents a rich historic City of De Pere development context with residential homes and mature curb side tree landscaping.

This traffic management measure is considered a viable tool to reinforcing driver awareness of the changing land use conditions at 700 feet north of Randall Avenue compatible with an appropriate lower traffic speed and higher pedestrian activity.

**g. Landscaping**

One of the most noticeable impacts to a drivers' perception of reasonable driving speeds involves the presence of landscaping along a street or in the median. Figure 7 illustrates an urban street landscaping design.

**Figure 7: Urban Street Landscaping Example**



Landscaping treatments affect a motorist's sense of comfort and appropriate speed as well as its ability to enhance the pedestrian friendliness atmosphere of a street. The majority of Broadway Street is lined with mature trees except for the segment north of the study limit. The cost of street landscaping can vary widely depending on the extent of tree plantings and other related treatments such as flower beds and hardscape treatments.

Based on the extent of current landscaping from Cass Street to 700 feet north of Randall Avenue, this is not considered to be an effective traffic management measure for the study segment of Broadway Street.

#### h. In-Street Pedestrian Crossing Signs

In-street pedestrian crossing signs, as shown on Figure 8, provide an effective tool to inform drivers of Wisconsin State Statute requirements to yield to pedestrians in a crosswalk.

**Figure 8: In-Street Pedestrian Crossing Sign**



In-street pedestrian crossing signs can provide an added benefit of taming traffic speeds by creating a narrow lane perception to drivers. The estimated cost per sign is \$350.

An option to placing these signs in the roadway is to mount them on a curbside pole used to support a pedestrian crosswalk sign. The signs would need to be placed as double sided signs facing both directions of traffic on the east and west sides of Broadway Street due to the four-lane operation of Broadway Street.

An additional option to the 'In-Street' sign placement (MUTCD R1-6) is to mount the sign (in this case MUTCD R1-9) on an overhead mast arm as shown as shown on Figure 9. The overhead mounting eliminates the need to remove 'Yield to Pedestrian' signs under winter weather conditions. The overhead sign placement increases sign visibility, particularly on 4-lane streets. Placement of overhead mast arm signs may present a conflict with the nature of the historic district along Broadway Street. The estimated cost per sign, including the overhead sign pole, is \$3,500.

**Figure 9: Overhead ‘Yield to Pedestrians in Crosswalk’ Sign**



The current use of in-street ‘Yield to Pedestrians in Crosswalk’ signs should be continued on Broadway Street, even during winter snow conditions with consideration given to installing the signs on overhead mounting poles to increase their effectiveness along the 4-lane segment of Broadway Street or to construct median pedestrian refuge islands on Broadway Street where the ‘Yield to Pedestrians’ signs can be located within the refuge island and the pedestrian crossing sign poles to eliminate the winter snow conflict issue.

**i. Pedestrian Crosswalk Rectangular Rapid Flashing Beacons (RRFB)**

RRFB’s are a traffic control device that combines a pedestrian warning sign with pedestrian activated yellow flashing light diodes as shown on Figure 10. The flashing lights remain dark until activated by a pedestrian push button.

**Figure 10: Pedestrian Crossing Rectangular Rapid Flashing Beacon (RRFB)**



RRFB's can enhance pedestrian safety by reducing crashes between vehicles and pedestrians at unsignalized intersections and mid-block pedestrian crossings. According Federal Highway Administration (FHWA) research, installing RRFB's at a marked crosswalk can increase driver yielding to pedestrian patterns to between 80% and 100%.

RRFB signs and markings have been used to reduce the incidence of 'multiple-threat' crashes at crosswalks on multi-lane roads (i.e., crashes where a vehicle in one lane stops to allow a pedestrian to cross the street while a vehicle in the adjacent lane, traveling in the same direction, strikes the pedestrian because the pedestrian visibility was blocked by the stopped vehicle.). RRFB's should be installed as double sided signs to face both directions of traffic providing a flashing indication to drivers traveling in both directions with signs along both the east and west sides on the street. The WisDOT *Traffic Guidelines Manual*, Section 4-5-2 indicates that RRFB's may be considered based on the following criteria:

1. Location is an uncontrolled pedestrian crossing.
2. Minimum volume\* thresholds should be met:
  - a. 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day, or
  - b. 18 or more pedestrians during each of any two hours of an average day, or
  - c. 15 or more pedestrians during each of any three hours of an average day.

\*Young (<12), elderly (>85) and disabled pedestrians count 2X toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is a known tourist area.
3. A minimum vehicle volume of 1,500 vehicles per day.



4. Maximum of four lanes crossed, unless there is a raised median, in which case it can be five lanes.
5. There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
6. The approach speed is posted at 40 mph or less.
7. Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

Based on existing pedestrian count data the criteria for installing a RRFB on Broadway Street are not satisfied.

RRFB cost is approximately \$10,000 to \$15,000 for purchase and installation of two units (one on either side of a street). This traffic management measure is considered an effective tool to increasing pedestrian safety on Broadway Street.

#### **j. High-Intensity Activated Crosswalk (HAWK) Beacons**

The High-Intensity Activated Crosswalk (HAWK) beacon is designed to assist pedestrians crossing high traffic volume streets. The HAWK beacon is a push-button pedestrian activated red signal that stops traffic, allowing pedestrians to cross and is shown on Figure 11.

**Figure 11: Pedestrian Crossing Hybrid HAWK Beacon**





The HAWK beacon is comprised of a yellow beacon centered below two red beacons that remain dark until activated by a pedestrian push button. Once activated by a pedestrian, the beacon flashes yellow for a few seconds, followed by a solid yellow indication with the yellow indication followed by a solid red indication during the WALK phase. At the end of the WALK phase the HAWK beacon will display an alternating flashing red indication allowing motorists to proceed after stopping and yielding to pedestrians. Once the pedestrian clearance interval is completed the beacon returns to a dark mode. The HAWK beacon only controls traffic on one side of an intersection. Side street traffic is controlled by STOP signs.

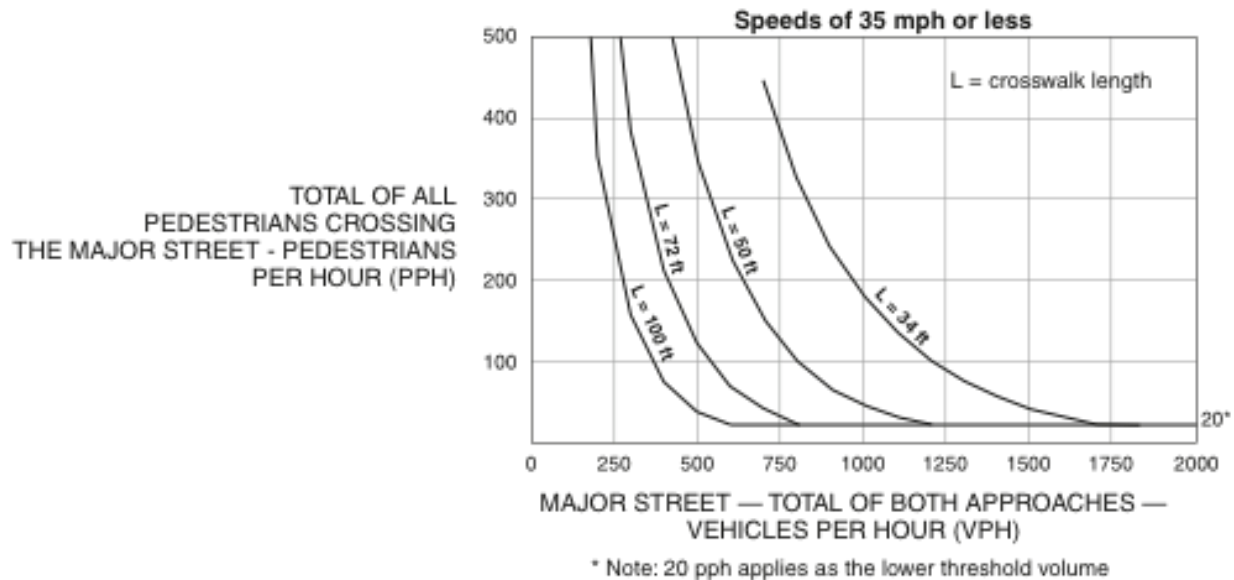
HAWK beacons can be evaluated for marked crosswalk locations with significant pedestrian demand that satisfy the *Manual on Uniform Traffic Control Devices (MUTCD)* traffic speed and volume warrants. In general, they should be used if:

1. There are an insufficient number of gaps in traffic to permit pedestrians to cross;
2. Vehicle speeds on the major street are too high to permit pedestrians to cross safely; or
3. Pedestrian delay is excessive.

Bus stop and school crossings are frequently good locations to consider HAWK beacons.

Figure 12 from the *MUTCD* identifies threshold criteria for the installation of HAWK beacons, shown with curves, for various crosswalk lengths based on the number of pedestrians and traffic volume for streets with traffic speeds of 35 mph or less. If pedestrian and traffic volumes exceed the threshold curve criteria, a HAWK beacon may be considered.

**Figure 12: MUTCD Recommended Traffic Thresholds for HAWK Beacon Consideration**



Installation of HAWK beacons has been shown to provide the following safety benefits:

- Up to a 69 percent reduction in pedestrian crashes; and
- Up to a 29 percent reduction in total roadway crashes

Based on an evaluation of Broadway Street traffic volume data at its intersections with Randall Avenue and with Ridgeway Boulevard the highest two-way hourly volume on Broadway Street is 1,540 vph as previously shown on Table 2. According to the *MUTCD* graph shown in Figure 12, a 44-foot wide roadway with a volume of 1,540 vph should have a minimum hourly volume of 20 pedestrians to consider installation of a HAWK beacon. This requirement is not satisfied along Broadway Street.

The estimated cost of a HAWK beacon is approximately \$80,000 including installation.

#### **k. Traffic Signal Installation at Broadway/Ridgeway Intersection**

National warrants have been developed by the Federal Highway Administration (FHWA) to evaluate where traffic signals are an appropriate intersection traffic control measure. Unwarranted signals have been shown to increase crashes, traffic delays and lead to disregard for other warranted traffic control devices. These National warrants have been adopted by the WisDOT and are described in detail in the *MUTCD*. The evaluation of these warrants requires a Traffic Engineering Study to determine if a traffic signal is appropriate.

The following defines the traffic signal evaluation criteria requirements of a Traffic Engineering Study:

1. Collect 12-hour counts of traffic movements entering an intersection
2. Identify pedestrian volumes on each crosswalk
3. Identify nearby uses that may serve young, elderly or persons with disabilities
4. Identify posted speed limits
5. Prepare a 'condition diagram' of existing intersection geometrics, bus stops, parking, pavement markings, railroad crossings and distance to nearest traffic signals
6. Prepare a crash collision diagram
7. Identify vehicle hours of stopped delay, major street traffic gaps, pedestrian delay and queue length on stop controlled approaches

Fundamentally, there are nine basic traffic signal warrants that are related to hourly traffic volume levels, crash patterns, pedestrian levels, school and railroad crossings, progressive traffic flow, and signal systems.

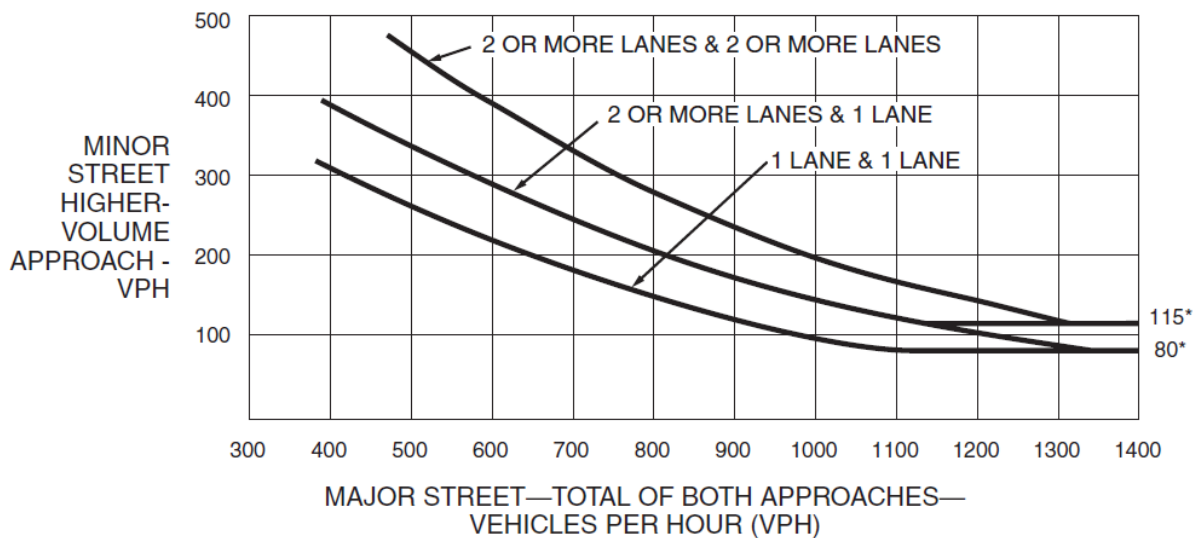
*Eight and Four-Hour Traffic Volume Warrants:* These two principle signal warrants consider the number of intersection traffic lanes and the minimum hourly intersection approach volume thresholds that should be exceeded during eight or four hours of a day (the hours do not have to be consecutive hours). Table 6 and Figure 13 summarize the intersection requirements to satisfy the Eight and Four-Hour Traffic Volume Warrants.

**Table 6: MUTCD Eight- Hour Vehicular Volume Warrant****Condition A—Minimum Vehicular Volume**

| Number of lanes for moving traffic on each approach |              | Vehicles per hour on major street (total of both approaches) |                  |                  |                  | Vehicles per hour on higher-volume minor-street approach (one direction only) |                  |                  |                  |
|-----------------------------------------------------|--------------|--------------------------------------------------------------|------------------|------------------|------------------|-------------------------------------------------------------------------------|------------------|------------------|------------------|
| Major Street                                        | Minor Street | 100% <sup>a</sup>                                            | 80% <sup>b</sup> | 70% <sup>c</sup> | 56% <sup>d</sup> | 100% <sup>a</sup>                                                             | 80% <sup>b</sup> | 70% <sup>c</sup> | 56% <sup>d</sup> |
| 1                                                   | 1            | 500                                                          | 400              | 350              | 280              | 150                                                                           | 120              | 105              | 84               |
| 2 or more                                           | 1            | 600                                                          | 480              | 420              | 336              | 150                                                                           | 120              | 105              | 84               |
| 2 or more                                           | 2 or more    | 600                                                          | 480              | 420              | 336              | 200                                                                           | 160              | 140              | 112              |
| 1                                                   | 2 or more    | 500                                                          | 400              | 350              | 280              | 200                                                                           | 160              | 140              | 112              |

**Condition B—Interruption of Continuous Traffic**

| Number of lanes for moving traffic on each approach |              | Vehicles per hour on major street (total of both approaches) |                  |                  |                  | Vehicles per hour on higher-volume minor-street approach (one direction only) |                  |                  |                  |
|-----------------------------------------------------|--------------|--------------------------------------------------------------|------------------|------------------|------------------|-------------------------------------------------------------------------------|------------------|------------------|------------------|
| Major Street                                        | Minor Street | 100% <sup>a</sup>                                            | 80% <sup>b</sup> | 70% <sup>c</sup> | 56% <sup>d</sup> | 100% <sup>a</sup>                                                             | 80% <sup>b</sup> | 70% <sup>c</sup> | 56% <sup>d</sup> |
| 1                                                   | 1            | 750                                                          | 600              | 525              | 420              | 75                                                                            | 60               | 53               | 42               |
| 2 or more                                           | 1            | 900                                                          | 720              | 630              | 504              | 75                                                                            | 60               | 53               | 42               |
| 2 or more                                           | 2 or more    | 900                                                          | 720              | 630              | 504              | 100                                                                           | 80               | 70               | 56               |
| 1                                                   | 2 or more    | 750                                                          | 600              | 525              | 420              | 100                                                                           | 80               | 70               | 56               |

<sup>a</sup> Basic minimum hourly volume<sup>b</sup> Used for combination of Conditions A and B after adequate trial of other remedial measures<sup>c</sup> May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000<sup>d</sup> May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000**Figure 13: MUTCD Four-Hour Vehicular Volume Warrant**

\*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

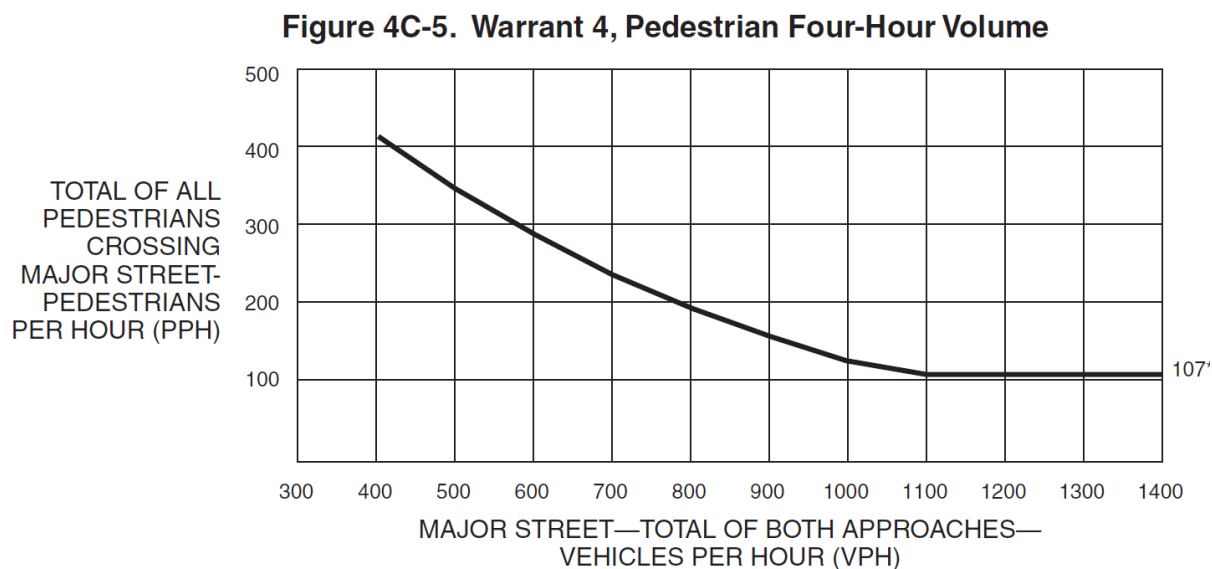
The City of De Pere collected 24-hour traffic counts on the approaches to the Broadway Street intersection with Ridgeway Boulevard. Based on a review of the traffic volume data collected at the intersection, it was determined that traffic levels do not satisfy intersection Warrant 1 (Eight-Hour Volume) and Warrant 2 (Four Hour Volume). It is noted that Warrant 3 (Peak Hour Volume) does not apply to this intersection. From a technical standpoint, the warrants were analyzed with a 50% reduction of right-turn volumes from Ridgeway Boulevard in conformance with WisDOT traffic analysis procedures.

The other warrants analyzed were the Pedestrian Volume Warrant (Warrant 4) and the Crash Experience Warrant (Warrant 7).

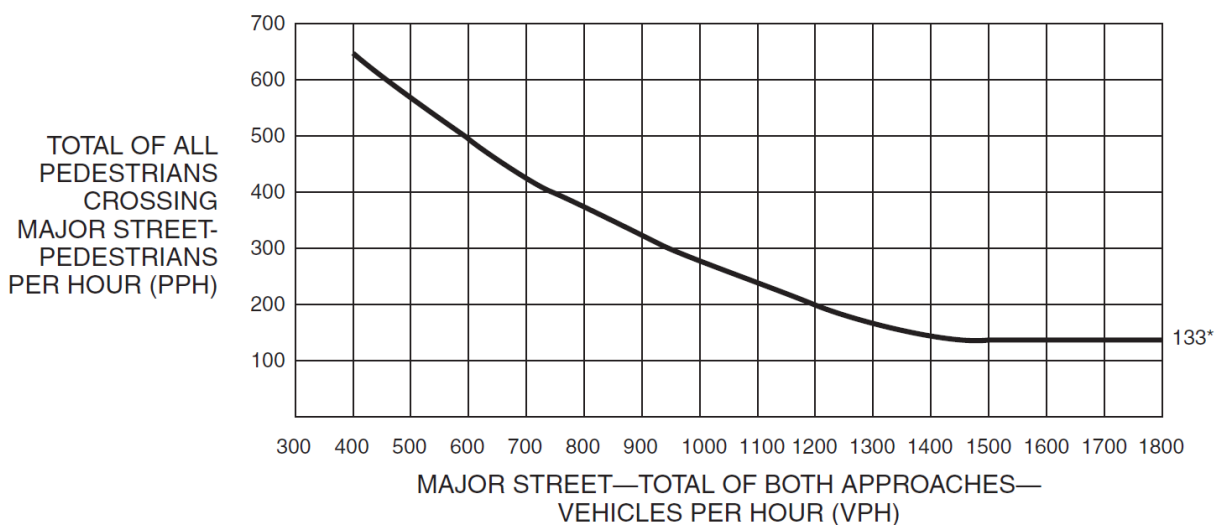
**Pedestrian Volume Warrant:** The Pedestrian Volume Warrant is intended for streets where traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street. In order to consider a traffic signal under this warrant the following criteria must be met:

- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total both approaches) and the corresponding pedestrians per hour crossing the major street must all fall above the curve in Figure 4C-5; or
- B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total both approaches) and the corresponding pedestrians per hour crossing the major street falls above the curve on Figure 4C-7.

**Figure 14: MUTCD Figures 4C-5 and 4C-7 Pedestrian Volume Warrants**



\*Note: 107 pph applies as the lower threshold volume.

**Figure 4C-7. Warrant 4, Pedestrian Peak Hour**

\*Note: 133 pph applies as the lower threshold volume.

Based on the October 2016 peak hour pedestrian and traffic intersection counts collected by Ayres Associates, the Ridgeway Boulevard intersection does not experience sufficient pedestrian crossings to satisfy the minimum 107 hourly pedestrian volume threshold to satisfy the Pedestrian Volume Warrant.

Crash Experience Warrant: The Crash Experience Warrant contains the following three requirements:

1. That five or more crashes susceptible to correction by a signal have occurred within a 12-month period;
2. That the eight-hour warrants be met at 80% of the minimum volume thresholds; and
3. Other remedial countermeasures have been implemented to reduce the crash frequency before safety is used as justification for installing a traffic signal.

The crash data for the Ridgeway Boulevard intersection does not experience a sufficient number of right angle crashes to meet the Crash Experience Warrant.

The remaining warrants, which focus on school zones, coordinated signal systems, roadway network, and railroad crossings, are not considered applicable to the Broadway Street intersection with Ridgeway Boulevard.

#### I. **Crosswalk Location Principles**

Pedestrians in high density urban areas should be able to cross streets at regular intervals. Pedestrians should not be expected to go more than 400 feet out of their way to cross a street to reach their destination.

Pedestrian crosswalk markings are a useful traffic control device, but it is very important to realize the positive as well as the negative consequences of marking crosswalks. From a mobility point of view, marked crosswalks may seem to increase pedestrian mobility, however they can also create a false sense of pedestrian safety.

The widely used national guideline regarding crosswalk markings is documented in the *MUTCD* Section 3B-17 and 3B-18 (6). It states that crosswalks should be marked at all intersections where there is a substantial conflict between vehicle and pedestrian movements. As previously noted, Wisconsin State Statutes 346.24 (c) states that 'motorists are to yield to a pedestrian at an intersection with pedestrian facilities, whether the crosswalk is marked or not'.

Marked crosswalks indicate optimal or preferred locations for pedestrians to cross a street and help designate right-of-way for motorists to yield to pedestrians. Pedestrians are sensitive to out-of-the-way travel and reasonable accommodation should be made to make crossings both convenient and safe.

Marked crosswalks are intended to provide pedestrians with a feeling of confidence that it is safe to cross a street at a marked location and to give drivers adequate warning to expect that pedestrians will be in the roadway.

Marked crosswalks should be installed where:

1. There is a substantial conflict between vehicle and pedestrian movements
2. Significant pedestrian concentrations occur
3. Pedestrians would not otherwise recognize the proper place to cross
4. Traffic movements are controlled

Crosswalks should not be installed at locations where sidewalks do not exist unless adequate roadway shoulders are provided for pedestrian use.

Marked crosswalks on 2-lane roadways with ADT's greater than 9,000 vpd or 4-lane roadways with ADT's greater than 12,000 vpd require special crossing enhancement treatments such as median refuge islands, curb extensions, overhead lighting, pedestrian activated signals or warning lights along with a Traffic Engineering Study that concludes pedestrian safety will be improved by the special treatments.

National pedestrian safety research studies documented in the Federal Highway Administration Report HRT-04-100, '*Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations*', September, 2005 concluded that there is no significant effect of marked versus unmarked crosswalks on pedestrian safety crashes under the following conditions:

- Two-lane streets
- Multilane streets without raised medians with ADT's below 12,000 vpd
- Multilane streets with raised medians and ADT's below 15,000 vpd



For multilane streets with ADT's above these volumes, research has shown that there is a significant increase in pedestrian crashes on streets with marked crosswalks, compared to streets with unmarked crosswalks.

Marked crosswalks may be installed on 4-lane streets without a raised median and a 35 mph or less posted speed limit with ADT's exceeding 15,000 vpd with the installation of a pedestrian activated signal such as a HAWK or RRFB. The installation of HAWK beacons should satisfy the *MUTCD* Warrant requirements.

The FHWA recommends that the overuse of crosswalk markings should be avoided to maximize their effectiveness. Crosswalks and sign treatments (such as the "State Law – Yield to Pedestrians" and rectangular rapid flash beacon signs) should be used discriminately within a city so that the effectiveness of these treatments is not deteriorated by overuse. Although these treatments may be effective at individual locations, overuse of these treatments city-wide may lead to a decrease in their value as drivers become desensitized to them.

A Traffic Engineering Study is required to determine if the criteria and warrants are satisfied for the installation of a marked crosswalk at a particular location. The components of a crosswalk Traffic Engineering Study will vary by location and are more extensive than traffic signal evaluation studies and may include consideration of:

- Speed and volume on the street involved
- Pedestrian volume, age and level of mobility
- Location of pedestrian origins and destinations and crossing patterns
- Existing sidewalk network and sidewalk ramps
- Adequacy of sight distances and absence of sight obstructions
- Street characteristics including grade, curvature, pavement markings, pavement widths, number of vehicle and bicycle lanes
- Location of adjacent driveways
- On-street parking
- Street lighting
- Location of drainage structures
- Distance to nearest marked crossing
- Traffic signal progression
- Potential for rear-end crashes

#### **m. Crosswalk Removal to Increase Use of Other Marked Crosswalks**

From a pedestrian safety perspective, Wisconsin State Statute 346.24 (1) states that 'motorists are to yield to a pedestrian at an intersection with pedestrian facilities, whether the crosswalk is marked or not'. In general, removal of existing crosswalks should be avoided. In exceptional cases, closing a crosswalk or keeping a crosswalk closed may be justified even if a crosswalk meets the criteria outlined in the *City of De Pere Crosswalk Location Policy*, which is included in the Appendix to this report.

Closing a crosswalk and removing curb ramps with signs and barriers may be justified based on such factors as high traffic turn volumes, poor sight distance, or very low pedestrian demand. Conditions that contribute to the need for a crosswalk or crossing treatments may change over time resulting in an existing crosswalk no longer being needed. A review of any unprotected crosswalks should be conducted when a street is scheduled for reconstruction or resurfacing, to determine crosswalk use and need. Crosswalks, along with their pedestrian crossing enhancements, should be removed when street reconstruction or resurfacing is undertaken if the use of a crosswalk is less than half of that required for it to be warranted based on the criteria established in the *City Crosswalk Location Policy* for a new installation.

The extent of pedestrian inconvenience should be considered in these decisions when closing a crosswalk and removing curb ramps. Where crosswalk closures are required, only one leg of an intersection should be closed. Closing a crosswalk should include the public information process described below.

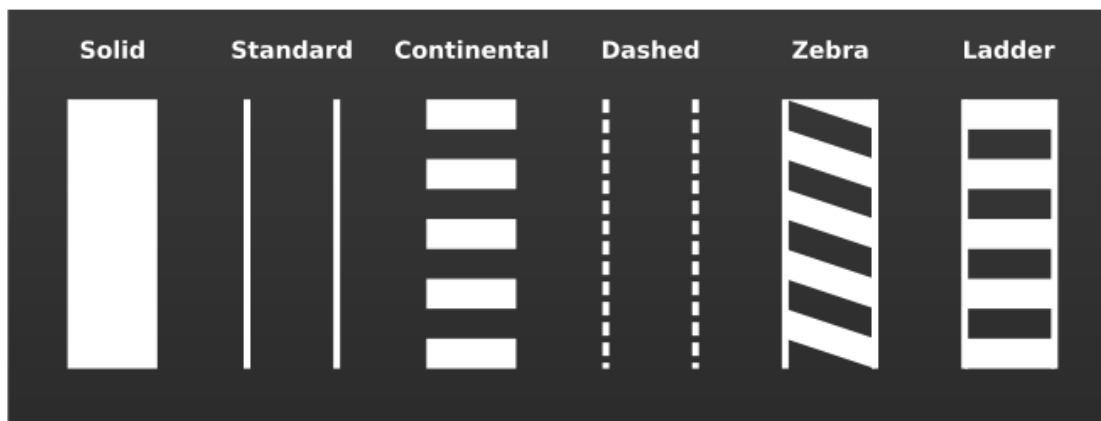
Crosswalk markings can be recommended for removal while leaving a crosswalk open, such as when an engineering evaluation indicates that other measures have not been effective and/or there are no significant safety advantages to marking the crosswalk.

No public notice is required to area residents when crosswalk removal is part of a roadway construction project. When a crosswalk is recommended for removal and not part of a roadway construction project, residents and property owners within a 300 foot walking distance to the crosswalk in question should be notified via mail. In addition, notices should be visibly posted for 7 days prior at the crossing location to inform the public of the intent to remove the crossing. City contact information would be provided on these mailings and notices. Should concerns arise from the public as a result of mailings or a notification sign at the crosswalk, City staff may initiate a more substantial public process with the concerned parties.

#### **n. Crosswalk Striping Patterns**

Because of the low approach angle that pavement markings are viewed by drivers, the use of longitudinal stripes in addition to or in place of the standard transverse markings can significantly increase crosswalk visibility to oncoming traffic. While research has not shown a direct link between increased crosswalk visibility and increased pedestrian safety, 'high-visibility' crosswalks have been shown to increase motorist yielding to pedestrian behavior as well as their ability to channelize the location of pedestrians crossing a street. Based on this benefit, the FHWA has concluded that 'high-visibility' pedestrian crosswalks have a positive effect on pedestrian and driver behavior. Figure 15 illustrates the different types of pedestrian crosswalk striping patterns.

**Figure 15: Pedestrian Crosswalk Striping Patterns**



**Standard Crosswalks:** The standard treatment for marked crosswalks at intersections consist of two 6 to 8-inch wide white pavement marking stripes that delineate the sides of the pedestrian walking area. The stripes should be perpendicular (transverse) to the direction of vehicle travel and parallel to the direction of pedestrian travel.

**High Visibility Crosswalks:** High-visibility crosswalks should be marked using the 'Continental' or 'Ladder' pattern of crosswalk striping, which consists of a series of 18 to 24-inch wide stripes parallel to the curb for the length of the crossing.

When standard markings are converted to 'Continental' or 'Ladder' markings, the side stripes may remain, since removal is costly, but the side stripes should not be maintained. To the extent possible, 'Continental' or 'Ladder' pattern crosswalks should be designed with the stripes placed to avoid vehicle wheel paths to reduce long-term maintenance costs.

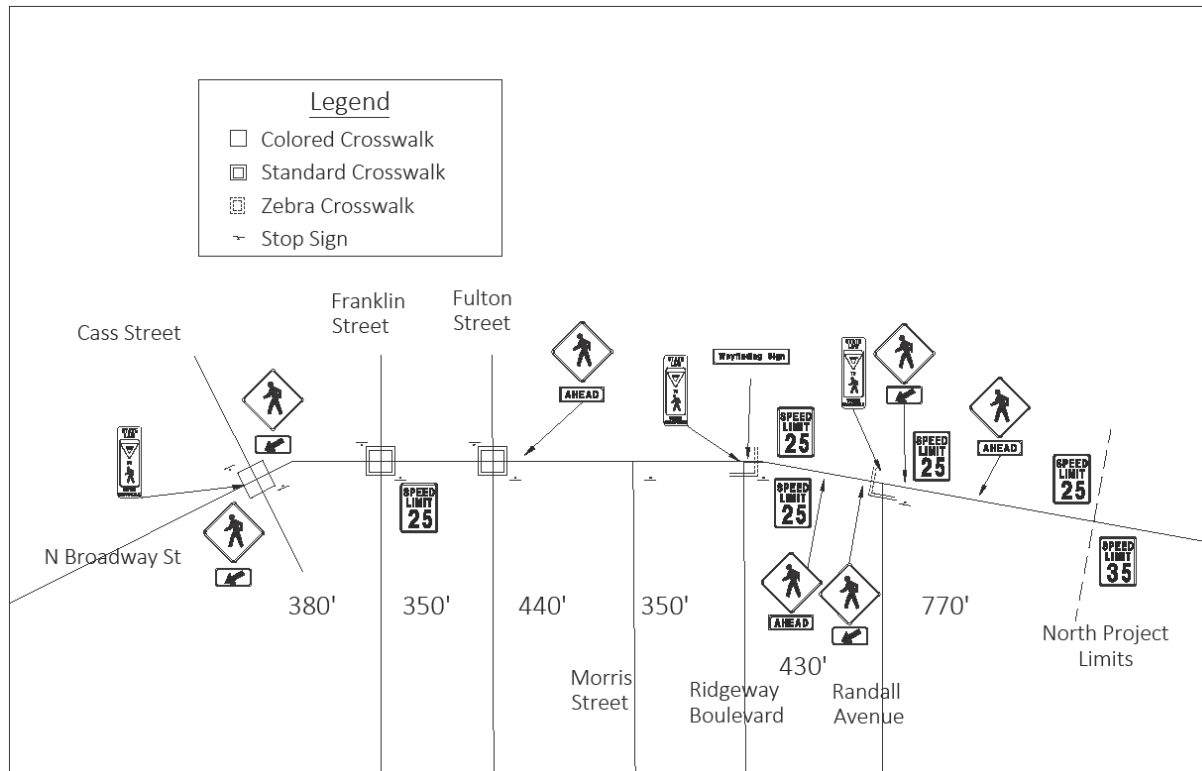
High visibility markings may be used at the following locations:

- Where mid-block crossings are installed
- Across uncontrolled traffic at partial STOP sign controlled intersections
- Where crossings are installed on streets having an ADT of 4,000 vpd or more
- In high pedestrian areas of business districts, campuses, and commercial areas where significant distractions to motorists and pedestrians are likely to occur
- Within school zones or as shown on a school walking route plan
- When an engineering study indicates a need for additional visibility

#### 4. Broadway Street Pedestrian and Traffic Safety Recommendations

For reference purposes, Figure 16 identifies existing traffic signing and pavement marking controls along the study segment of Broadway Street.

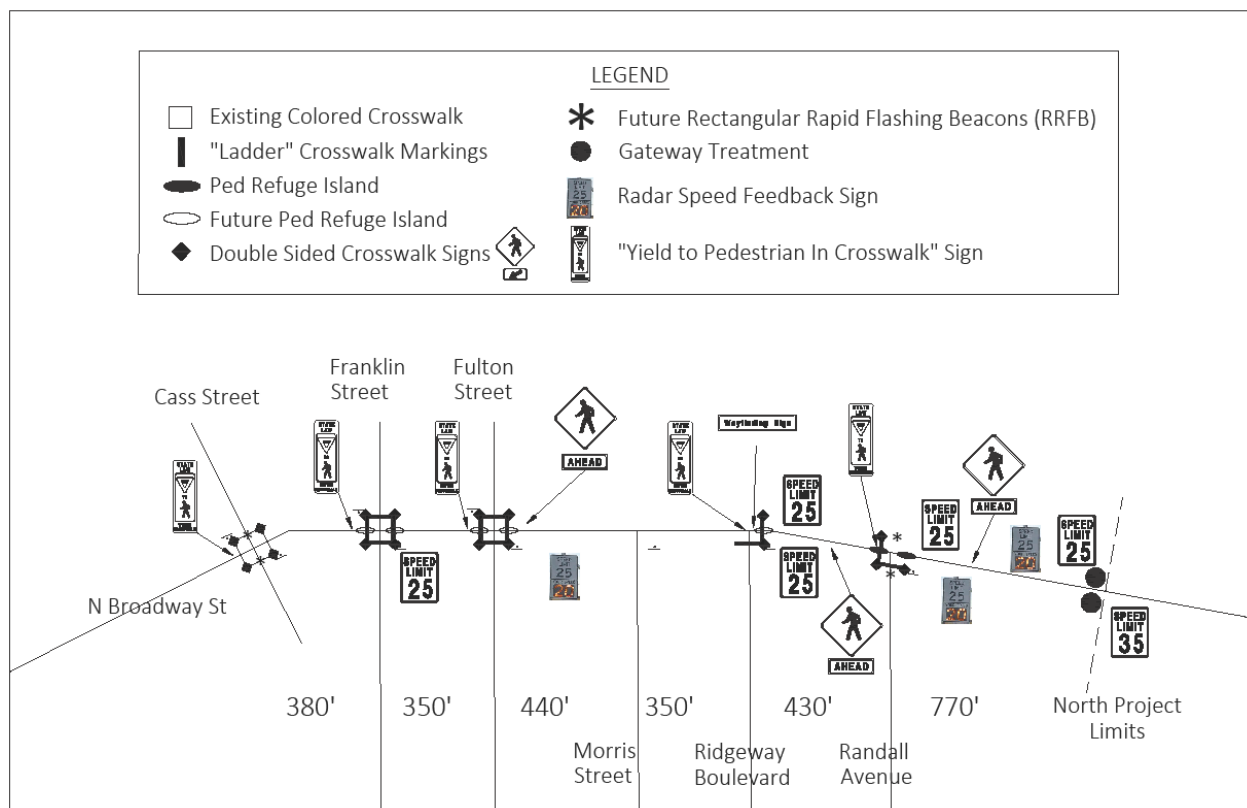
**Figure 16: Existing Broadway Street Signing and Pavement Markings**



As shown on Figure 16, all intersections have pedestrian crosswalks except at Morris Street which is a constructed with a narrow 12-foot wide pavement width. The types of existing pedestrian crossing markings at the study intersections varies. Most of the Broadway Street pedestrian crossings are signed with yellow pedestrian crossing signs and arrows. The pedestrian crossing at Randall Avenue includes 'advance' pedestrian crossing signage. The 25 mph speed limit is signed at numerous locations along Broadway Street. The posted speed on Broadway Street north of the study segment is 35 mph.

Figure 17 indicates the pedestrian safety and traffic control signing enhancements recommended for the study segment of Broadway Street.

**Figure 17: Pedestrian Safety and Traffic Speed Taming Recommendations**

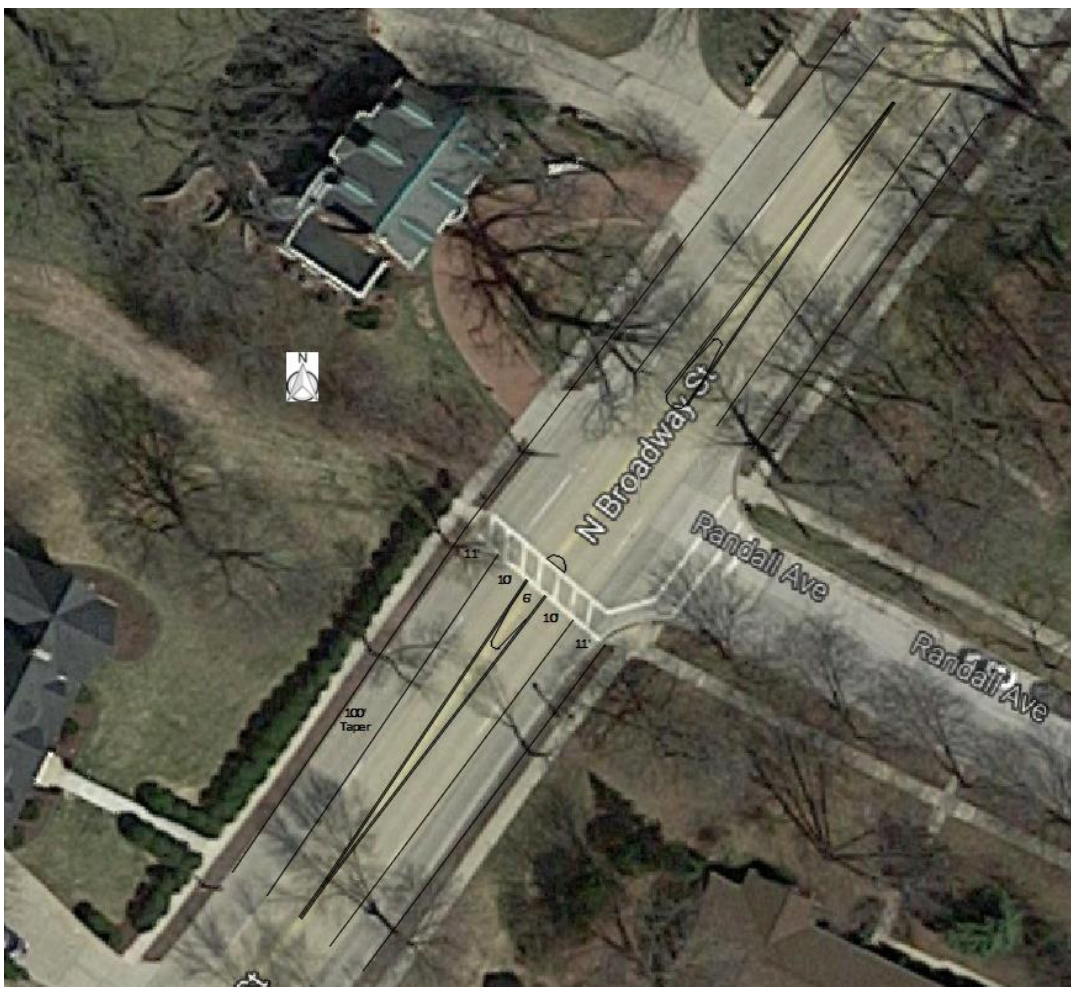


As shown on Figure 17, it is recommended to:

1. Upgrade all existing crosswalk markings on Broadway Street, except at Cass Street, to 'Continental' or 'Ladder' style design to increase driver awareness of pedestrian crossing locations. This treatment also has the effect of establishing the study segment of Broadway Street with a higher density urban context to influence driver traffic speed perceptions. This recommendation does not include the colored crosswalks at Cass Street.
2. Construct a 4 or 6-foot wide pedestrian median refuge island with in-street 'Yield to Pedestrians in Crosswalk' signs at the Randall Avenue intersection as shown on Figure 18. Also, reconstruct the existing median island on the north approach to Cass Street so that the island extends past the crosswalk to provide a sheltered crosswalk within the median. Future pedestrian median refuge islands should be considered at the Franklin and Fulton Street and at the Ridgeway Boulevard intersections as part of a tiered pedestrian safety evaluation process.



**Figure 18: Pedestrian Median Refuge Island Design**



As shown on Figure 18, 6-foot wide pedestrian refuge islands will require widening the Broadway Street intersection approaches by 2-feet on each side of the street. The intersection approach widening is minimized to reduce any impacts to the mature street trees in the Broadway Street Historic District. Under this recommendation Broadway Street would operate with 10-foot wide center lanes and 11-foot wide curb lanes. It is noted that the two-foot widening would be tapered back to the existing street curbs within a distance of 100 feet. It is recognized that this 2-foot widening may cause removal of some mature street trees at each intersection. Even though this measure may remove some mature trees, this recommendation is considered critical to improving pedestrian safety due to the high availability of 'individual' one-way traffic gaps compared to the relatively low number of 'combined' two-way traffic gaps on Broadway Street. An additional benefit of constructing pedestrian median refuge islands includes their ability to tame traffic speeds.

3. If it is not feasible to install pedestrian median refuge islands on Broadway Street due to their street tree impact it is recommended to install double sided 'Yield to Pedestrian in Crosswalk' signs on curbside poles that support 'Pedestrian

Crosswalk' signs. These double sided signs should be installed on both the east and west curbs of Broadway Street to avoid sign obstruction by traffic traveling in the curb lanes of the four-lane wide roadway.

4. It is recommended to consider the installation of 'Rectangular Rapid Flashing Beacons' (RRFB) at the Randall Avenue intersection where currently there is a school bus stop and at the Cass Street intersection, which provides pedestrian access to the Fox River Trail. This action would be installed as part of a tiered pedestrian safety evaluation process.
5. It is recommended to install a northbound radar speed feedback sign on Broadway Street south of Fulton Street and north of Randall Avenue as well as a southbound radar speed feedback sign north of Randall Avenue to tame traffic speeds along Broadway Street.
6. It is recommended to construct 'gateway' signing treatments at the North City Limit to inform drivers they are entering a reduced speed land use context with pedestrian activity.
7. It is recommended that all crosswalks on Broadway Street be signed with double sided pedestrian crossing and arrow signs on both sides of the street as shown on Figure 19.

**Figure 19: Double Sided Pedestrian Crosswalk Signs**



8. It is recommended that the City of De Pere investigate the feasibility of constructing a new pedestrian path connection between Broadway Street and the Fox River Trail to improve and focus pedestrian crossing activity between Morris Street and Randall Avenue. The presence of pedestrians at specific focused crossing points can be expected to enhance pedestrian safety as drivers will expect pedestrian activity at these locations.



## Resource Documents

1. *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations*, FHWA Publication HRT-o4-100, September, 2005
2. *Pedestrian Hybrid Beacons, Chapter 4F, Manual on Traffic Control Devices, December,,2009*
3. *Improving Pedestrian Safety at Unsignalized Crossings*, NCHRP Report 562
4. *Unsignalized Intersection Improvement Guide*, Institute of Transportation Engineers
5. *Achieving Multimodal Networks – Applying Design Flexibility & Reducing Conflicts*, FHWA, August, 2016
6. *Pedestrian Hybrid Beacon Guide – Recommendations and Case Study*, FHWA Safety Program
7. *Pedestrian Hybrid Beacon, Proven Safety Countermeasures, FHWA -SA-12-012*
8. *Safety Effectiveness of the HAWK or Pedestrian Hybrid Beacon*, Texas Transportation Institute, TR News 280, May-June, 2012
9. *Rectangular Rapid Flashing Beacon (RRFB), FHWA -SA-09-009, May 2009*
10. *Pedestrian Facilities User Guide – Providing Safety and Mobility*, FHWA -RD-01-102, March, 2002
11. *Crosswalk Guidelines*, San Francisco Municipal Transportation Agency, May, 2014
12. *Policy and Standards for Pedestrian Crossings*, City of Columbia, Missouri, October, 2000
13. *Guidance for Installation of Pedestrian Crosswalks on Minnesota State Highways*, October, 2005
14. *Pedestrian Safety and Crosswalk Installation Guidelines*, City of Stockton, CA, 2003
15. *Guidelines for the Installation of Marked Crosswalks*, Virginian Department of Transportation
16. *De Pere Bicycle and Pedestrian Plan*, City of De Pere, Wisconsin

# Appendix

## City of De Pere

### Crosswalk Location Policy

## City of De Pere Crosswalk Policy

June 29, 2017

### Background

Wisconsin State Statute, 346.24(1) states that 'motorists are required to yield to pedestrians at an intersection with pedestrian facilities, whether the crosswalk is marked or not'.

The purpose of marked crosswalks at intersections or midblock locations is to indicate optimal or preferred locations for pedestrians to cross a street. Marked crosswalks are intended to provide pedestrians with a feeling of confidence that it is safe to cross a street at a marked location and to give drivers adequate warning to expect that pedestrians will be in the roadway. However, marked crosswalks can also prompt many pedestrians to feel a false sense of safety when using a marked crosswalk.

This policy covers where and how to mark crosswalks, related to the following topics:

- General Crosswalk Location Principles
- Traffic Engineering Studies
- Marking Crosswalks at Unsignalized Intersections
- Marking Crosswalks at Controlled Intersections
- Marking Crosswalks at Mid-Block Locations
- Removal of Crosswalk Markings
- Crosswalk Stripping Patterns

This policy replaces the existing City Department of Public Works policy on 'Crosswalks on Through Streets', dated March 12, 2012.

### General Crosswalk Location Principles

It is recognized that pedestrians are sensitive to out-of-the-way travel and that reasonable accommodations should be made to make crossings both convenient and safe allowing pedestrians to cross streets at regular intervals.

The following general principles should be considered when identifying pedestrian crosswalk locations:

1. Arterial street crosswalk locations should be consistent with the City of De Pere *Bicycle and Pedestrian Plan*. Depending on the street network configuration and intersection spacing, pedestrians in dense urban areas should not be expected to walk more than 400 feet out their way to cross a street to reach their destination.
2. Marked crosswalks should be installed where there is:
  - a. A substantial conflict between vehicle and pedestrian movements,
  - b. Where significant pedestrian concentrations occur,
  - c. Where pedestrians would not otherwise recognize the proper place to cross, and
  - d. Where traffic movements are controlled
3. Crosswalks should not be installed at locations where sidewalks do not exist.

The widely used national guideline regarding crosswalk markings is documented in the *Manual on Uniform Traffic Control Devices (MUTCD)* Section 3B-17 and 3B-18 (6). It states that crosswalks should be marked at all intersections where there is a substantial conflict between vehicular and pedestrian movements.

The Federal Highway Administration (FHWA) advises that the overuse of crosswalk markings should be avoided to maximize their effectiveness. Crosswalks and sign treatments (such as the “State Law – Yield to Pedestrians” and rectangular rapid flash beacon signs – RRFB’s) should be used discriminately within a city so that the effectiveness of these treatments is not deteriorated by overuse. Although these treatments may be effective at individual locations, overuse of these treatments city-wide may lead to a decrease in their value as drivers can become desensitized to them.

National pedestrian safety research studies documented in the FHWA Report HRT-04-100, ‘*Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations*’, September, 2005 concluded that there is no significant effect on pedestrian crashes between marked versus unmarked crosswalks under the following conditions:

- Two-lane streets
- Multilane streets without raised medians and ADT’s below 12,000 vpd
- Multilane streets with raised medians and ADT’s below 15,000 vpd

The research report also concludes that crosswalks should not be marked on 2-lane roadways with ADT’s greater than 9,000 vpd, or 4-lane roadways with average daily traffic (ADT’s) greater than 12,000 vpd, unless other special treatments such as median refuge islands, curb extensions, overhead lighting, pedestrian activated signals or warning lights are provided along with a Traffic Engineering Study that concludes pedestrian safety will be improved by the special treatments.

For multilane streets with ADT’s above these volumes, it can be expected that there will be a significant increase in pedestrian crashes on streets with marked crosswalks, compared to streets with unmarked crosswalks (after controlling for traffic ADT and pedestrian ADT). Table 1 provides initial guidance on whether an uncontrolled location might be a candidate for a marked crosswalk and/or whether additional geometric and/or traffic control improvements are needed.

Marked crosswalks may be installed on 4-lane streets without a raised median with a 35 mph or less posted speed limit and ADT’s exceeding 15,000 vpd with the installation of a pedestrian signal such as a ‘High-Intensity Activated Crosswalk’ (HAWK) beacon’ or ‘Rectangular Rapid Flashing Beacon’ (RRFB’s) as shown on Table 1. The installation of HAWK beacons should satisfy the *MUTCD* Warrant requirements. Figure 1 provides a Crosswalk Request and Enhancement Process Flow Chart based on the information in Table 1 and the crosswalk location principles described above.

**Table 1: Guidelines for Installing Marked Crosswalks and Other Needed Pedestrian Safety Improvements at Uncontrolled Locations\***

| Roadway Type<br>(Number of Travel<br>Lanes and Median<br>Type) | Vehicle ADT<br>< 9,000 |    |    | Vehicle ADT<br>>9,000-12,000 |    |    | Vehicle ADT<br>>12,000-15,000 |    |    | Vehicle ADT<br>>15,000 |    |    |
|----------------------------------------------------------------|------------------------|----|----|------------------------------|----|----|-------------------------------|----|----|------------------------|----|----|
|                                                                | Speed Limit (mph)**    |    |    |                              |    |    |                               |    |    |                        |    |    |
|                                                                | <30                    | 35 | 40 | < 30                         | 35 | 40 | < 30                          | 35 | 40 | <30                    | 35 | 40 |
| Two lanes                                                      | C                      | C  | P  | C                            | C  | P  | C                             | C  | N  | C                      | P  | N  |
| Three lanes                                                    | C                      | C  | P  | C                            | P  | P  | P                             | P  | N  | P                      | N  | N  |
| Multilane (4 of more lanes)<br>with raised median***           | C                      | C  | P  | C                            | P  | N  | P                             | P  | N  | N                      | N  | N  |
| Multilane (4 or more lanes)<br>without raised median           | C                      | P  | N  | P                            | P  | N  | N                             | N  | N  | N                      | N  | N  |

These guidelines include intersection and midblock locations with no traffic signals or stop signs on the approach to the crossing. They do not apply to school crossings. A two-way center turn lane is not considered as a median. Crosswalks should not be installed at locations that could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex or confusing designs, a substantial volume of heavy trucks, or other dangers, without first providing adequate design features and/or traffic control devices. Adding crosswalks alone will not make crossing safer, nor will they necessarily result in more vehicles stopping for pedestrians. Whether marked crosswalks are installed, it is important to consider other pedestrian facility enhancements (e.g., raised crosswalks, traffic signal, roadway narrowing, enhanced overhead lighting, traffic taming measures, curb extensions), as needed to improve the safety of the crossing. These are general recommendations, good engineering judgement should be used in individual cases for deciding where to install crosswalks.

\*\* Where the speed limit exceeds 40 mph marked crosswalks alone should not be used at unsignalized locations.

The Legend for Table 1 is as follows:

**C = Candidate sites for marked crosswalks.** Marked crosswalks must be installed safely and selectively. Before installing new marked crosswalks, an engineering study is needed to determine whether the location is suitable for a marked crosswalk. For an engineering study, a site review may be sufficient at some locations, while a more in-depth study of pedestrian volume, vehicle speed, sight distance, vehicle mix, etc. may be needed at other sites. It is recommended that a minimum of 20 pedestrian crossings per hour (or 15 elderly and/or child pedestrians) exist at a location before placing a high priority on the installation of a marked crosswalk.

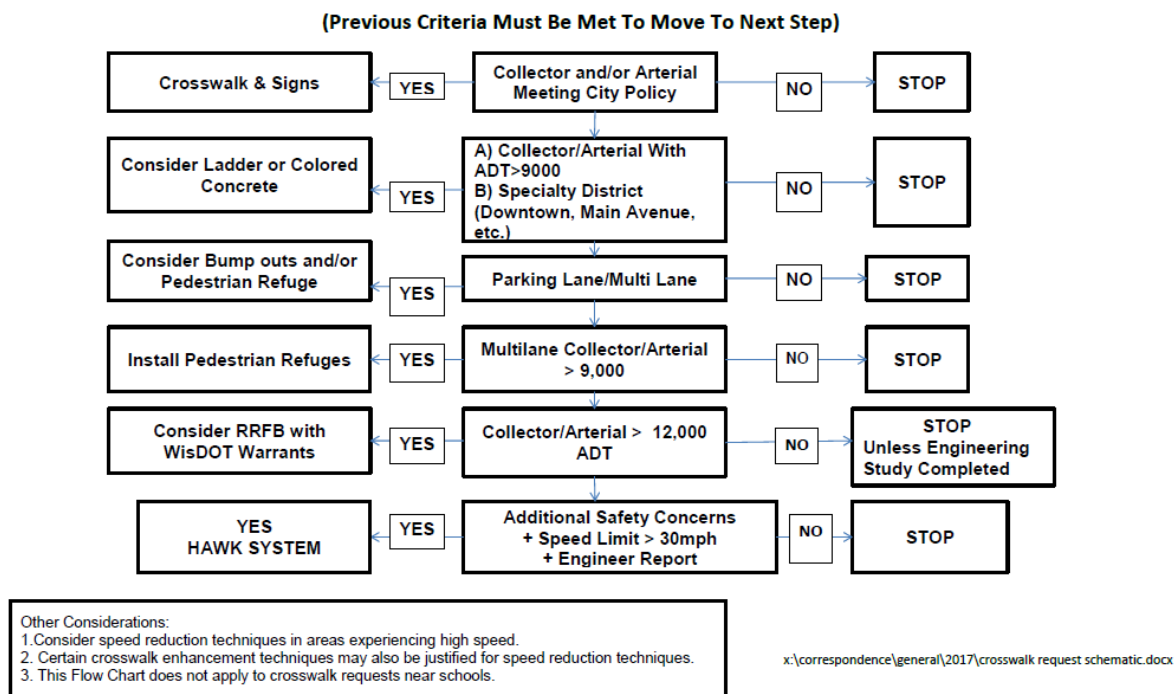
**P = Possible increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements.** These locations should be closely monitored and enhanced with other pedestrian crossing improvement measures, if necessary, before adding a marked crosswalk.

**N = Marked crosswalks alone are not sufficient, since crash risk may be increased due to providing a marked crosswalk alone.** Consider using other treatments, such as traffic taming treatments, traffic signals with pedestrians signals where warranted, or other substantial crossing improvements to improve crossing safety for pedestrians.

\*\*\* The raised median or crossing island must be at least 4 feet wide and 6 feet long to adequately serve as a refuge area for pedestrians in accordance with MUTCD and American Association of State Highway and Transportation Officials (AASHTO) guidelines.

Source: *Guidance for Installation of Pedestrian Crosswalks on Minnesota State Highways*, October, 2005

**Figure 1: Crosswalk Request and Enhancement Process Flow Chart**



### Traffic Engineering Studies

A traffic engineering study is required to determine if the guidelines in this Policy and *MUTCD* warrants are satisfied for the installation of a marked crosswalk at a particular location. The components of a Traffic Engineering Study will vary by location, but typically should include consideration of:

- Speed and volume on the street involved
- Pedestrian volume, age and level of mobility
- Location of pedestrian origins and destinations and crossing patterns
- Existing sidewalk network and sidewalk ramps
- Adequacy of sight distances and absence of sight obstructions
- Street characteristics including grade, curvature, pavement markings, pavement widths, number of vehicle and bicycle lanes
- Location of adjacent driveways
- On-street parking
- Street lighting
- Location of drainage structures
- Distance to nearest marked crossing
- Traffic signal progression
- Potential for rear-end crashes



### Crosswalk Markings at Unsignalized Intersections

Pedestrian crosswalks should not be installed at street intersections that are not controlled by a traffic signal, a STOP sign or a YIELD sign unless all of the following criteria are met:

- The speed limit is 40 mph or less; and
- There are 20 or more pedestrians using the crossing per hour during the peak morning and evening traffic time periods (lower volumes may be considered if a large percentage of the pedestrians consist of young, elderly or disabled pedestrians; or 15 or more pedestrians per hour during multiple hours throughout the day; and
- The two-way traffic ADT for the street exceeds 4,000 vpd; and
- A sidewalk or adequate shoulder is provided for use by pedestrians on both sides of the street approach; and
- There is not another crosswalk across the same roadway within 400 feet of the intersection; and
- Adequate stopping sight distance (equal to or exceeding that for the posted speed) is available in both directions as determined in accordance with guidance contained in the American Association of State Highway and Transportation Officials (AASHTO) '*Policy on the Design of Highways and Streets*'.

Additional design treatments such as crosswalk signing, pedestrian median refuge islands, advance stop bars, HAWK beacons or RRFB's should be considered for crosswalks on streets with four or more moving traffic lanes. The installation of HAWK or RRFB's should satisfy the following criteria.

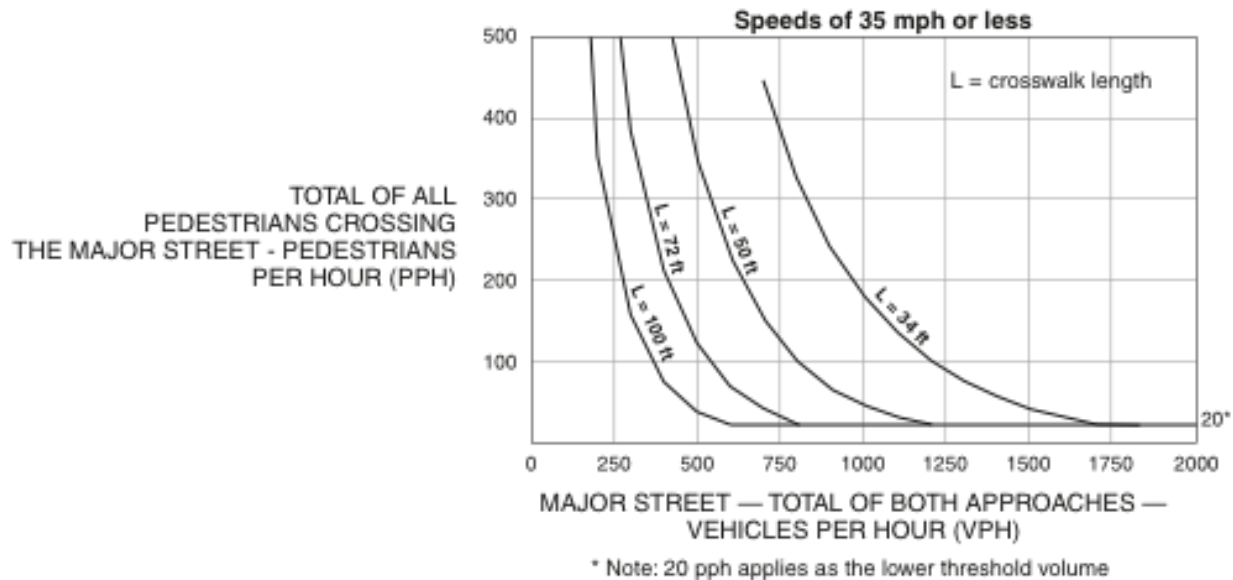
HAWK beacons can be evaluated for marked crosswalk locations with significant pedestrian demand that satisfy the *Manual on Uniform Traffic Control Devices (MUTCD)* traffic speed and volume warrants. In general, they should be used if:

- 1) There are an insufficient number of gaps in traffic to permit pedestrians to cross;
- 2) Vehicle speeds on the major street are too high to permit pedestrians to cross safely; or
- 3) Pedestrian delay is excessive.

Bus stop and school crossings are frequently good locations to consider HAWK beacons.

Figure 2 from the *MUTCD* identifies threshold criteria for the installation of HAWK beacons, shown with curves, for various crosswalk lengths based on the number of pedestrians and traffic volume for streets with traffic speeds of 35 mph or less. If pedestrian and traffic volumes exceed the threshold curve criteria, a HAWK beacon may be considered.

**Figure 2: MUTCD Recommended Traffic Thresholds for HAWK Beacon Consideration**



The WisDOT *Traffic Guidelines Manual*, Section 4-5-2 indicates that RRFB's may be considered based if the following conditions exist:

- Location is an uncontrolled pedestrian crossing.
  - Minimum volume\* thresholds should be met:
    - 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day, or
    - 18 or more pedestrians during each of any two hours of an average day, or
    - 15 or more pedestrians during each of any three hours of an average day.
- \*Young (<12), elderly (>85) and disabled pedestrians count 2X toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is a known tourist area.
- A minimum vehicle volume of 1,500 vehicles per day.
  - Maximum of four lanes crossed, unless there is a raised median, in which case it can be five lanes.
  - There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
  - The approach speed is posted at 40 mph or less.
  - Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

### **Crosswalk Markings at Controlled Intersections**

Unless a pedestrian crossing is prohibited, marked crosswalks should be provided at all intersection approaches controlled by traffic signals. Intersection approaches controlled by STOP signs can be recommended for marked crosswalks if any of the following conditions apply:

- Crosswalk is located in a school area; or
- Elderly or disabled pedestrian volumes of 20 or more per hour are expected during the peak hour of pedestrian demand; or
- Pedestrian volumes of 60 or more are expected during the peak hour of pedestrian demand and traffic volumes of 6,000 vpd are expected to cross over the crosswalk; or
- Safety or efficiency reasons dictate directing pedestrians to a particular leg of an intersection; or STOP sign approach on a major or minor arterial street.

### **Crosswalk Markings at Mid-Block Locations**

Mid-block crosswalks should only be installed if marked and established by a Traffic Engineering Study and approved by City Council action. Midblock crossings should only be installed at locations where pedestrians would be expected to need to cross the street. Because mid-block pedestrian activity is not expected by drivers, additional safety measures including signage, parking restrictions and HAWK beacons or RRFB's should be installed. Other pedestrian safety measures can include curb bulbouts. Mid-block crosswalks should only be installed if the following conditions exist:

- Mid-block crosswalks should be considered only if there is sufficient demand according to the following criteria:
  - Pedestrian volumes exceed 40 or more during the peak hour of pedestrian demand; or
  - Significant pedestrian trip generators (such as schools, parks or commercial buildings) are on both sides of the street between controlled intersections.
- The location is more than 300 feet from a controlled intersection;
- Adequate stopping sight distance exists between approaching motorists and pedestrians starting to cross the proposed crosswalk;
- The crosswalk location has adequate street lighting; and
- Safety considerations attributed to roadway configuration, traffic volumes or speeds do not preclude establishing a crosswalk.

### **Removal of Crosswalk Markings**

These guidelines should not be used to justify removal of existing crosswalk markings. In most circumstances, additional safety measures should be considered prior to removal of crosswalk markings.

In general, removal of existing crosswalks should be avoided. In exceptional cases, closing a crosswalk or keeping a crosswalk closed may be justified even if a crosswalk meets the criteria outlined elsewhere in this Policy.

Closing a crosswalk and removing curb ramps with signs and barriers may be justified based on such factors as high traffic turn volumes, poor sight distance, or very low pedestrian demand. Conditions that contribute to the need for a crosswalk or crossing treatments may change over time resulting in an existing crosswalk no longer being needed. A review of any unprotected crosswalks should be conducted when a street is scheduled for reconstruction or resurfacing, to determine crosswalk use and need. If the use of a crosswalk is less than half of that which would be required for it to be warranted based on the criteria established in the *City Crosswalk Location Policy* for a new installation, the crosswalk should not be replaced and any other treatments removed when the reconstruction or resurfacing is undertaken.

The extent of pedestrian inconvenience should be considered in these decisions. Where crosswalk closures are required, only one leg of an intersection should be closed. Closing a crosswalk should include the public information process described below.

Crosswalk markings can be recommended for removal while leaving a crosswalk open, such as when a traffic engineering evaluation determines that other measures have not been effective and/or there are no significant safety advantages to not marking the crossing.

No public notice is required to area residents when crosswalk removal is part of a roadway construction project. When a crosswalk is recommended for removal and not part of a roadway construction project, residents and property owners within a 300 foot walking distance to the crosswalk in question should be notified via mail. In addition, notices should be visibly posted for 7 days prior at the crossing location to inform the public of the intent to remove the crossing. City contact information would be provided on these mailings and notices. Should concerns arise from the public in response to that mailing or from a notification sign at the crosswalk, City staff may initiate a more substantial public process with the concerned parties.

### **Crosswalk Striping Patterns**

Various crosswalk striping patterns are available to designate pedestrian crossing locations. The 'standard' striping pattern for marked crosswalks at intersections consist of two 6 to 8-inch wide white pavement marking stripes that delineate the sides of the pedestrian walking area. The stripes should be perpendicular (or transverse) to the direction of vehicle travel and parallel to the direction of pedestrian travel.

Because of the low approach angle at which pavement markings are viewed by drivers, the use of longitudinal stripes in addition to or in place of the 'standard' transverse markings can significantly increase the visibility of a crosswalk to oncoming traffic. While research has not shown a direct link between increased crosswalk visibility and increased pedestrian safety, 'high-visibility' crosswalks have been shown to increase motorist yielding and channelization of pedestrians, leading the FHWA to conclude that 'high-visibility' pedestrian crosswalks have a positive effect on pedestrian and driver behavior. Figure 2 illustrates the different types of pedestrian crosswalk markings.

Figure 2: Crosswalk Striping Patterns



'High-Visibility' markings shall be used at the following locations:

- Where mid-block crossings are installed
- Across uncontrolled traffic at partial stop sign controlled intersections
- Where crossings are installed on streets having an ADT of 4,000 vpd or more
- In high pedestrian areas of business district, campuses, commercial areas where significant distractions to motorists and pedestrians are likely to occur.
- Within school zones or as shown on a school walking route plan
- When a Traffic Engineering Study indicates a need for additional visibility
- Where crosswalk treatments are used for raised pavements

Care should be taken to ensure that 'high-visibility' markings do not weaken or distract from other crosswalks where 'standard' markings are used.

'High-visibility' crosswalks should be marked using the 'Continental' or 'Ladder' pattern of crosswalk striping, which consists of a series of 18 to 24-inch wide stripes parallel to the curb for the length of the crossing. The 'Ladder' marking retains the transverse side stripes of the 'standard' crosswalk in addition to the 'Continental' parallel strips. To the extent possible, 'Continental' or 'Ladder' crosswalk markings should be designed with the stripes located to avoid traffic wheel paths to reduce long-term maintenance needs.

## City of De Pere, Wisconsin

**Request For Common Council Action**

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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Police

**FROM:** Derek Beiderwieden

**SUBJECT:** Recommendation from Finance and Personnel Committee to Accept  
\$1,100 Donation from WI Public Service to Police Department

---

The police department has received a donation of \$1,100 from the Wisconsin Public Service for use by the police department to help purchase training safety equipment.

The training equipment specifically is a "Redman" suit made of a soft red impact material designed to reduce injury to officers in training, particularly in the defense and arrest tactics classes where strong force and impact weapons are used.

The items to be purchased are needed items and will enhance our training scenarios.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

## City of De Pere, Wisconsin

**Request For Common Council Action**

---

**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Police

**FROM:** Derek Beiderwieden

**SUBJECT:** Recommendation from Finance and Personnel Committee to Accept  
\$1,500 Donation from WalMart to Police Department

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The police department has received a donation of \$1,500 from the WalMart for use by the police department to help purchase training safety equipment.

The training equipment specifically is a "Redman" suit made of a soft red impact material designed to reduce injury to officers in training, particularly in the defense and arrest tactics classes where strong force and impact weapons are used.

The items to be purchased are needed items and will enhance our training scenarios.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.



## City of De Pere, Wisconsin

**Request For Common Council Action**

---

**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Police

**FROM:** Derek Beiderwieden

**SUBJECT:** Recommendation from Finance and Personnel Committee to Accept  
\$500 Donation from Shopko Foundation to Police Department

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The police department has received a donation of \$500 from the Shopko Foundation for use by the police department to help purchase training safety equipment.

The training equipment specifically is a "Redman" suit made of a soft red impact material designed to reduce injury to officers in training, particularly in the defense and arrest tactics classes where strong force and impact weapons are used.

The items to be purchased are needed items and will enhance our training scenarios.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

## City of De Pere, Wisconsin

**Request For Common Council Action**

---

**MEETING DATE:** October 17, 2017

**DEPARTMENT:** City Attorney

**FROM:** Judith Schmidt-Lehman

**SUBJECT:** Ordinance #17-15 Creating Section 7-8(b) De Pere Municipal Code Regarding Removal of Litter and Other Materials From Licensed Establishment Exterior

---

The License Committee, at its meeting on 10/3/17, unanimously approved recommending that the Common Council adopt this ordinance.

**ATTACHMENTS:**

- Ord17-15 (DOCX)

## ORDINANCE #17-15

CREATING SECTION 7- 8(b) DE PERE MUNICIPAL CODE REGARDING REMOVAL OF LITTER  
AND OTHER MATERIALS FROM LICENSED ESTABLISHMENT EXTERIOR

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN AS  
FOLLOWS:

SECTION 1: Section 7-8 (b) *Duty to remove litter and other materials from and around licensed premises*, is hereby created as follows:

In addition to the requirements for litter removal under Section 8-9(g) of this Code, owners and persons in charge of establishments licensed under this Chapter shall maintain the exterior entrance(s) and surrounding areas used by customers, invitees and guests of the licensed premises, clean, free and clear of all other noxious materials or matter, including bodily fluids and other such offensive substances. This paragraph applies during all hours of operation of the licensed premises. The owner or person in charge is responsible to make sure that said area(s) are clean and free of all such materials after all patrons and employees have left and the licensed premises is closed.

with subsequent paragraphs being re-lettered accordingly.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17<sup>th</sup> day of  
October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 10/3/2017

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## City of De Pere, Wisconsin

**Request For Common Council Action**

---

**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Police

**FROM:** Derek Beiderwieden

**SUBJECT:** Ordinance #17-18, Amending Section 150-1 De Pere Municipal Code Regarding Adoption of State Traffic Laws by Reference

---

The police department's traffic officer has been trained in motor carrier laws. As part of the enforcement of truck routes, equipment and moving violations, the traffic officer uses a variety of motor carrier transportation statutes. The law and rules associated with such enforcement are not part of the city municipal code and this causes the citations to be written under state law. The following chapter containing transportation rules needs to be adopted so the police department can enforce motor carrier rules and regulations at the municipal level; otherwise a citation goes to circuit court with the penalties going to Brown County and the state.

Chapter 194 gives the authority to stop to inspect commercial vehicles, and includes Trans Rules for commercial motor vehicle leasing, business rules, trip permits, size and weights, and semi/trailer requirements among others.

The police department requested the noted Chapter 194 be adopted into city ordinance. The Finance and Personnel committee is recommending the adoption to the full council.

If you have any questions or concerns regarding this request, please contact me at your convenience.

**ATTACHMENTS:**

- Ord17-18 (DOCX)
- Sec 150-1 Provisions of State Law Adopted by Reference (Chapter 194) redlined (DOCX)

## ORDINANCE #17-18

AMENDING SECTION 150-1 DE PERE MUNICIPAL CODE  
REGARDING ADOPTION OF STATE TRAFFIC LAWS BY REFERENCE

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1. Sec. 150-1(a) *Traffic forfeiture laws adopted.*, is hereby amended by inserting the phrase “ 194 and” before the number 340 in the first sentence.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17<sup>th</sup> day of October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 10/10/17

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**Sec. 150-1. - Provisions of state law adopted by reference.**

(a) *Traffic forfeiture laws adopted.* Except as otherwise specifically provided in this chapter, the statutory provisions of Wis. Stats. chs. [194 and](#) 340—350, including all administrative regulations adopted thereunder, describing and defining regulations with respect to vehicles and traffic, exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are adopted by reference and made a part of this Code as if fully set forth in this section. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made a part of this Code in order to secure uniform statewide regulations of traffic on the highways, streets and alleys of the state.

## City of De Pere, Wisconsin

**Request For Common Council Action**


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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Ordinance #17-19, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

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**The Board of Public Works at the October 9, 2017 meeting approved the St. Norbert College request to restrict parking on the east side of Third Street from Stewart Street to Marsh Street.**

Attached is the request from St Norbert to restrict parking on the east side of Third Street from Stewart Street to Marsh Street. The request is made to accommodate bus loading and unloading for the new Mulva Family Fitness & Sports Center. With the new facility, the bus loading area was changed to be on Third Street. Staff has the following comments regarding this request:

- Unfortunately, this was not made known to the City as part of the site plan process. Discussions should have occurred during the site plan review for the need to permanently remove parking on Third Street.
- The permanent removal of parking stalls may result in higher travel speeds in this section of Third Street. Parked cars create a “restricted street width” feel for drivers which tend to decrease traffic speeds.
- There is a safety issue for loading and unloading buses with parking allowed on this section of the east side of Third Street.

Staff is not opposed to St Norbert’s request to restrict parking on the east side of Third Street from Stewart Street to Marsh Street.

**ATTACHMENTS:**

- Ord17-19 (PDF)
- St\_Norbert-E-Mail\_Request (DOCX)
- St\_Norbert-MFFSC-Buses (DOCX)



## ORDINANCE #17-19

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE  
REGARDING TRAFFIC REGULATIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS  
FOLLOWS:

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:

**DELETIONS:**

| <i>No parking</i> |                       |                                               |                                          |
|-------------------|-----------------------|-----------------------------------------------|------------------------------------------|
| <i>Street</i>     | <i>Side of Street</i> | <i>From Curbline or Feet/Dir. of Curbline</i> | <i>To Curbline or Feet/Dir. of Start</i> |
| Third             | E                     | 216/N Stewart                                 | 40/N                                     |

**ADDITIONS:**

| <i>Bus Loading and Unloading Only</i> |                       |                                               |                                          |
|---------------------------------------|-----------------------|-----------------------------------------------|------------------------------------------|
| <i>Street</i>                         | <i>Side of Street</i> | <i>From Curbline or Feet/Dir. of Curbline</i> | <i>To Curbline or Feet/Dir. of Start</i> |
| Third                                 | E                     | Stewart                                       | Marsh                                    |

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17<sup>th</sup> day of  
October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Board/Committee Approval: 10/9/2017

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**From:** Tim Bald [<mailto:tim.bald@snc.edu>]  
**Sent:** Thursday, September 28, 2017 9:35 AM  
**To:** Scott Thoresen  
**Cc:** Eileen Jahnke; Jay Fostner; Dave Nalepka; Steve Jakups  
**Subject:** Buss loading/unloading @ Mulva family Fitness & Sports Center

Scott:

Thanks so for listening to our request regarding our bus loading/unloading issue at our Mulva Family Fitness & Sports Center.

Any assistance with this would be appreciated. I have attached the memo I sent to Eileen Jahnke & Jeff Frick (VP for Academic Affairs & Dean of the College - and my direct report) back on August 7th, when this issue came to light. I also have attached pictures in chronological order that correspond with the memo. I also included 2 pictures at the end. The first shows how the street was signed during freshmen moved-in day. The second, was taken at 5:00 PM on Wednesday, Sept. 27th while I was leaving the parking lot on Stewart Street. I have a Honda Odyssey van and I could not see any of the traffic oncoming from the North down Third Street due to the vehicles parked in front of the building.

Do not hesitate calling if you have any questions.

Thanks for your consideration of this request and taking it forward to the appropriate committee(s).

Tim Bald  
 Director of Athletics  
 St. Norbert College



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**TO: EILLEN JAHNKE  
JEFF FRICK**

**FROM: TIM BALD**

**RE: BUS PARKING @ MFFSC**

**DATE: AUGUST 7, 2017**

**While the opening of the new Mulva Family Fitness & Sports Center (MFFSC) has been positive and exciting for the campus and Green Knight Athletics, the new orientation for the entrance to the building (Attachment 1) has created some real concerns that need to be addressed.**



**In the former, Schuldes Sports Center, the main entrance was on the Northwest end of the building (attachment 2). There was a parking lot in front (west end) of the building. This was**

the pick-up/drop-off location for all visiting buses coming to St. Norbert College (SNC) for athletic competitions as well as the loading and departure of SNC buses heading to away athletic contests.



This arrival/departure situation involves the sports of volleyball and men's and women's basketball who hold competitions within MFFSC, and as of 2018-19 it will also include men's and women's swimming as they will compete within the facility as well. In addition, the following SNC sport teams have their permanent locker facilities in MFFSC and they will leave for, and arrive from, competitions at MFFSC: men's and women's cross country, men's and women's soccer, baseball, and softball. The sports of golf and tennis also are housed out of MFFSC, but because they travel by vans, the concern identified in this memo does not include those sports.

The problem we now face with the new facility: there is no location for any buses to drop-off or pick-up. The two streets on either side of the facility, Marsh (Attachment 3) and Stewart (Attachment 4), do not allow a charter bus to pull into and then turn around. So these two streets are not options. The front of Third Street has parking all along the front of the building (Attachment 5). With the new orientation of the building opening to Third Street, it would make most sense for the buses to be able to pull up to the front of the building.







The number of times buses arrive for pick-up of a team or to drop-off is bigger than anyone actually imagines. The following is a list of the number of drop-offs/pick-ups by sports at MFFDSC for the upcoming year.

| <u>Sport Team</u>         | <u>Pick-Up/Drop-Offs</u> |
|---------------------------|--------------------------|
| Cross Country             | 7                        |
| Volleyball – SNC          | 14                       |
| Volleyball – Opponents    | 6                        |
| Soccer – SNC              | 12                       |
| Basketball – SNC          | 11                       |
| Basketball – Opponents    | 22                       |
| Baseball – SNC            | 9                        |
| Softball – SNC            | 9                        |
| De Pere HS Meet Opponents | 3                        |
| As of 2018-2019, add:     |                          |
| Swimming – SNC            | 7                        |

**Swimming – Opponents**7  
**107**

This means at least on 107 occasions during the academic year, a bus will pull up to the MFFSC and either pick-up SNC student-athletes, take them to their contest and drop them back again following the event, or, drop-off a visiting team to compete and then pick them up again at the conclusion of the event. These 107 occasions do not include any post-season events we may host at the conclusion of each of the seasons. Should that occur, it would mean three coach buses visiting the facility for the conference tournament.

**Potential Solution:**

Seek from the City of De Pere to have the parking banned on the street in front of the building and allow for consistent and safe loading and unloading of buses at our site.



## City of De Pere, Wisconsin

**Request For Common Council Action**


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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** City Attorney

**FROM:** Angela Zills

**SUBJECT:** Ordinance #17-20, Creating Chapter 9 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment. (PLEASE NOTE: Ald. Nelson, sponsor of the ordinance, is expected to make a motion to table this item until the November 7, 2017 Council Meeting to provide additional time for public input.)

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The Finance/Personnel Committee voted to recommend approval of the ordinance by a 3-2 vote on October 10, 2017. Please note the effective date of the ordinance is slated to be March 1, 2018 in order to publicize the ordinance and provide training to interested businesses and residents.

Additionally, attached is a Chart created by Ald. Lueck showing the different categories of classes of persons protected by the various statutes and the proposed ordinance.

Lastly, a forfeiture for violation of the ordinance must be set by the municipal judge and police chief. I will be requesting they provide the law department with this information, which will then be put into Resolution form for adoption by the council at a later date.

- JSL

**ATTACHMENTS:**

- Ord17-20 (DOCX)
- Petition (PDF)
- Emails From Casey Nelson-Business Owners 2017 (DOCX)
- anti discrim ord business comment (PDF)
- Supporting 10-10-17 (PDF)
- Prohibited Discrimination Proposal Memo - (Alderpersion Nelson) (DOCX)
- Protected class chart (PDF)

## ORDINANCE #17-20

CREATING CHAPTER 9 DE PERE MUNICIPAL CODE  
REGARDING NON-DISCRIMINATION IN HOUSING,  
PUBLIC ACCOMMODATION AND EMPLOYMENT

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN  
AS FOLLOWS:

SECTION 1: Section 9-1, *Non-Discrimination in Housing, Public Accommodation and Employment*, is hereby created to read as follows:

**Sec. 9-1.****(a) Policy and Intent.**

A vibrant, productive and economically successful city is made possible by the talents, contributions and well-being of its diverse residents. It is the policy of the City of De Pere that equal rights and equal opportunity within the context of the larger commercial and social fabric of the De Pere community are promoted.

Provision for adequate safeguards against discrimination is a proper and necessary function of city government. To protect the health, safety and general welfare of all inhabitants of the city, and all persons employed and living within the city, it is declared to be the public policy of this city to foster and enforce to the fullest extent of the law equal opportunity employment, housing and public accommodations without regard to actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Where applicable, this chapter shall be interpreted and applied consistently with the provisions of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. sections 3601, et seq., 24 C.F.R. sections 100, et seq., and ss. 66.1011, 106.50 and 111.31, Wis. Stats., and any successor provisions of state and federal law.

**(b) Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Age** means being age 40 or older.

**Ancestry** means the country, nation, tribe or other identifiable group from which one descends.

**Color** means color of skin.

**Committee** means the City Finance/Personnel Licensing Committee.

**Disability** means, with respect to a person, any of the following:

- (1) A physical or mental impairment which substantially limits one or more of the person's major life activity.
- (2) A record of having impairment.
- (3) Being perceived as having impairment.
- (4) This term does not include current, illegal use of or addiction to a controlled substance. The behavioral manifestations of a mental disability may be taken into consideration in determining whether or not the applicant is qualified.

**Discriminate, discrimination or discriminatory** shall mean any act, policy, advertisement or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, military service or veteran status, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

**Dwelling** means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one (1) or more families, and vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

**Employee** shall mean any individual employed or seeking employment from an employer.

**Employer** shall mean any person who, for compensation, regularly employs five or more individuals, not including the employer's parents, spouse or children. For purposes of [this ordinance] an "employer" is also any person acting on behalf of an employer, directly or indirectly, or any employment agency.

**Gender identity and/or gender expression** means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.

**Family** includes one or more natural person.

**Family status** means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

- (1) A person is pregnant.
- (2) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
- (3) A person's household includes one (1) or more minor or adult relatives.

- (4) A person's household includes one (1) or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
- (5) A person's household includes one (1) or more adults or minor children placed in his or her care under a court order, under guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child, or adopted person.

**Marital Status** means the status of being married, single, divorced, separated or widowed.

**Military Service or Veteran Status** means current or former service in the U.S. armed forces, the state defense force, the national guard of any state, or any other reserve component of the U.S. armed forces.

**National origin** means generally a member of a nation by origin, birth or naturalization or having common origins.

**Person** shall mean one or more individuals, firms, corporations, partnerships or other organizations, associations or groups of persons however arranged, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

**Place of public accommodation** shall mean all establishments within the City of De Pere which offers goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution or club which by its nature is distinctly private.

**Protected classes** are defined as:

- (1) **Age.** Persons 40 years of age or older.
- (2) **Color.** A person's skin color.
- (3) **Disability/Handicap.** A physical or mental impairment that substantially limits one or more major life activities.
- (4) **Domestic Abuse, Sexual Assault and Stalking Victims.** Persons who have been or are victims of domestic abuse, sexual assault or stalking.
- (5) **Family Status.** Household composition, including the presence of children.
- (6) **Gender Identity and/or Gender Expression.** A person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.
- (7) **Lawful Source of Income.** A person's legal means of income, including such subsidized forms as Social Security, food stamps, unemployment compensation, etc.
- (8) **Marital Status.** Married, unmarried, single, divorced, widowed or separated.
- (9) **Military Service or Veteran Status.** Active or former military service, including retirement or honorable discharge therefrom.
- (10) **National Origin/Ancestry.** The country of one's birth and/or the nationality of one's ancestors.

- (11) **Race.** A person's race or the race of persons with whom one associates.
- (12) **Religion.** A person's religious beliefs or denominational affiliation.
- (13) **Sex.** A person's sex, including sexual harassment or intimidation.
- (14) **Sexual Orientation.** Individuals identified as heterosexual, gay, lesbian, bisexual or any sexual orientation identity.

**Race** means generally a member of a group united or classified together on the basis of common history, nationality or geography.

**Religion or creed** means a system of religious beliefs including moral or ethical beliefs about right and wrong that are sincerely held with the strength of traditional religious views.

**Sex/gender** means being female or male.

**Sexual Orientation** means a person's actual or perceived heterosexuality, homosexuality, asexuality, or bisexuality.

**To rent** includes to lease, to sublease, to let and to otherwise grant for consideration the right to occupy premises not owned by the occupant.

**(c) Discrimination in Housing Prohibited.**

- (1) Subject to other provisions of this article, no person may discriminate in the rental of housing, procurement of property owner's insurance or commit any sale or discriminatory housing practice against a person on the basis of actual or perceived: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.
- (2) **Discriminatory housing practice** means:
  - (A) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of any basis listed in this chapter.
  - (B) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of any basis listed in this chapter.
  - (C) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale, financing or rental of a dwelling that indicates any preference, limitation or discrimination because of any basis listed in this chapter or an intention to make such preference, limitation or discrimination.
  - (D) To represent to any person because of any basis listed in this chapter that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
  - (E) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of

persons of a particular economic status or a member of a protected class as set forth in this chapter or by representations to the effect that such present or prospective entry will or may result in any of the following:

- i. The lowering of real estate values in the area concerned.
- ii. A deterioration in the character of the area concerned.
- iii. An increase in criminal or antisocial behavior in the area concerned.
- iv. A decline in the quality of the schools or other public service facilities in the area.

(F) For any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part of the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or to discriminate against such person in the fixing of the amount, interest, rate, duration or other terms or conditions of such loan or other financial assistance, because of any basis listed in this chapter applicable to such person or to any associated person in connection with such loan or financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the dwelling in relation to which such loan or other financial assistance is given.

(G) By advertising in a manner that indicates discrimination by a preference or limitation based upon the classes of persons protected by this chapter.

(H) For a person in the business of insuring against hazards, by refusing to enter into, or to do so by exacting terms, conditions or privileges with respect to a contract of insurance against hazards to a dwelling based upon the classifications of persons protected by this chapter.

(3) ***Discrimination against victims of domestic abuse prohibited.*** A person may not evict a tenant or refuse to rent or lease residential property based on the fact that a tenant or prospective tenant or a member of the tenant's or prospective tenant's household has been or may be the victim of domestic abuse, as defined in §813.12(1)(a), Wis. Stats., or has been a victim of a crime prohibited by Chapter 948, Wis. Stats.

(4) ***Discrimination against persons with disabilities prohibited.*** For the purposes of this section, "discrimination" includes but is not limited to:

(A) A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.



- (B) A refusal to make reasonable accommodation in rules, policies, practices or services, when the accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling.
- (C) In connection with the design and construction of covered multi-family dwellings for first occupancy after March 31, 1991, a failure to design and construct the dwelling in a manner that the public use and common use areas of the dwelling are easily accessible to and useable by disabled persons; or, a failure to comply with the appropriate requirements providing accessibility and usability for physically disabled people as set forth within, or adopted by, this code including the American National Standard for buildings and facilities requirements.

**(5) *Animals assisting persons with disabilities.***

- (A) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:
  - i. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.
  - ii. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.
- (B) Subdivision (A) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

**(d) Discrimination in Employment Prohibited**

With regard to employment, it shall be unlawful for any employers or labor organizations, to engage in any of the following acts, wholly or partially for a discriminatory reason:

- (1) To discriminate against any individual, with respect to failure to hire, refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion; however nothing in this subsection shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (2) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee; or

- (3) To fail or refuse to refer for employment, or to give negative information to a potential employer of any individual, in such a manner that would deprive or limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as an applicant or prospective employee.

**(e) Discrimination in Public Accommodations Prohibited**

It shall be unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

**(f) Exceptions.**

- (1) Nothing in this article shall prohibit:

- (A) A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.
- (B) A private club, not in fact open to the public, which as incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (C) Discrimination on the basis of age or persons with disability in relation to housing designed to meet the needs of the elderly or persons with disabilities.

- (2) With the exception of prohibitions against discriminatory advertising and statements, this article shall not apply to:

- (A) An owner-occupied building containing no more than four units when the units are being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwellings.
- (B) A single-family residence if it is rented or sold by an owner who does not own more than three such single-family residences at any one time and; provided that in the case of the sale of any such single-family residence by a private individual owner not residing in the house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within a twenty-four (24) month period and; provided any such single-family residence is being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwelling.

**(g) Enforcement.**

- (1) Any person who claims to have been aggrieved or injured under this ordinance may file a written complaint with the City Administrator (or authorized designee), setting forth therein the details, including location of property, names, dates, witnesses, and other factual matters. All such complaints shall be signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this ordinance.
- (2) The City Administrator shall provide a copy of a timely-filed complaint to the City Attorney for review and jurisdictional determination.
- (3) The City Administrator may receive and provide resolution to complaints on a voluntary, informal dispute resolution basis, may adopt rules, policies and regulations, and involve City staff as deemed appropriate and consistent with this ordinance and the laws of this state to carry out the policy and provisions of this ordinance and the powers and duties of the City Administrator.
- (4) Any complaint not voluntarily resolved through an informal dispute resolution process shall be forwarded to the City Attorney for an ordinance enforcement determination.

**(h) Jurisdiction.**

- (1) The City shall not exercise jurisdiction over any complaint that sets forth or states any facts or allegations that are subject matter within the jurisdiction of any state or federal agency, including but not limited to the U.S. Equal Employment Opportunity Commission or the State of Wisconsin, Department of Workforce Development, regardless of whether the complainant has chosen to file with that said agency or not. If it appears that the City does not have jurisdiction over a filed complaint, the complainant shall be referred to the appropriate state or federal enforcement agency.
- (2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this ordinance.
- (3) Nothing contained in this ordinance shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious or denominational institution, based upon a preference for applicants of the same religion or denomination.

**(i) Penalty for violation of Chapter.**

*Penalty for violation of chapter.* Any person who violates any provision of this chapter shall be subject to a municipal ordinance forfeiture in such amount as determined by resolution of the common council. Each such violation shall constitute a separate offense.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect on March 1, 2018.

Ordinance #17-20  
Page 9 of 9

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of  
October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

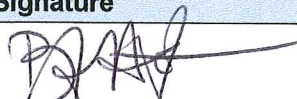
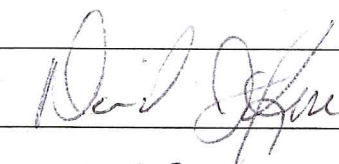
ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Effective Date: 03/01/2018

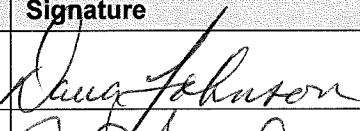
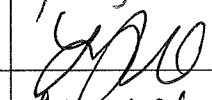
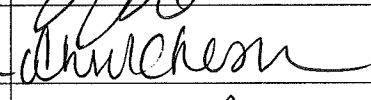
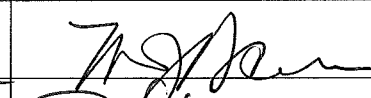
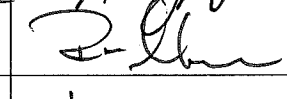
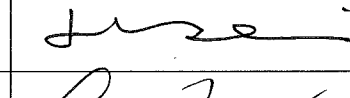
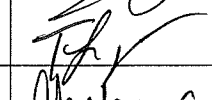
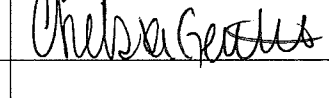
# Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

|                                        |                                                                                                                                                                                                                                                                     |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Petition summary and background</b> | This ordinance would offer legal protection against discrimination to individuals on the basis of gender identity and expression. Currently, there are no laws in the state of Wisconsin that prohibit discrimination in housing, employment, and health treatment. |
| <b>Action petitioned for</b>           | We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.                                                                                            |

| Printed Name   | Signature                                                                         | Address             | Comment         | Date    |
|----------------|-----------------------------------------------------------------------------------|---------------------|-----------------|---------|
| BARBARA STEEN  |  | 920 DUCHATEAU AVE   | THIS IS GREAT ! | 10/6/17 |
| KSERIA SALON   |                                                                                   | 118 N. BROADWAY     |                 |         |
| K/ika Shoes    |  | 124 N. BROADWAY     |                 | 10-6-17 |
| ALPHA DELIGHTS |  | 143 N. WISCONSIN ST |                 | 10-6-17 |
|                |                                                                                   |                     |                 |         |
|                |                                                                                   |                     |                 |         |
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# Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

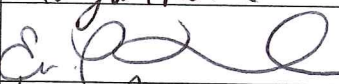
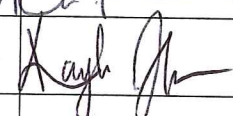
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|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| <b>Action petitioned for</b>           | We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.                                                                                            |

| Printed Name                          | Signature                                                                           | Address                                     | Comment            | Date      |
|---------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------|--------------------|-----------|
| Dana Johnson                          |    | 915 N. Rankin St<br>Appleton, WI 54911      |                    | 10/2/17   |
| JOAN GROESSL                          |    | 203 Arlington Ave.<br>Algoma WI 54201       |                    | 10.2.2017 |
| Lauren Lindbeck                       |    | 1546 Quarry Park Dr<br>#1 De Pere, WI 54115 |                    | 10/6/17   |
| <sup>Bondor</sup><br>Christal Chedock |    | 111 N. WISCONSIN ST.<br>De Pere WI 54115    |                    | 10/6/17   |
| MJ Danner                             |    | 112 N BROADWAY                              |                    | 10/6/17   |
| Rich STARRY                           |   | 112 N. Broadway                             |                    | 10/6/17   |
| Hong YAN LI                           |  | 310 N Wisconsin St STE F                    | Asian Business Inc | 10/06/17  |
| Cory Lewis                            |  | 522 N. Lane St. Appleton                    |                    | 10/6/17   |
| Travis Lange                          |  | 1332 Dobbin St. Green Bay                   |                    | 10.6.17   |
| Chelsea Gentile                       |  | 108 Fort Howard Ave<br>De Pere              |                    | 10.6.17   |
|                                       |                                                                                     |                                             |                    |           |



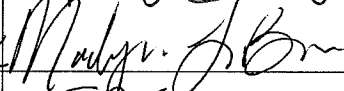
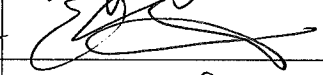
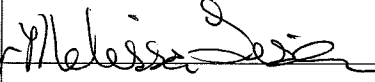
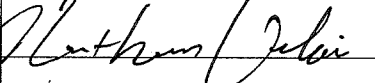
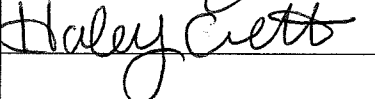
# Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

|                                        |                                                                                                                                                                                                                                                                     |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| <b>Action petitioned for</b>           | We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.                                                                                            |

| Printed Name   | Signature                                                                         | Address                                | Comment                                   | Date     |
|----------------|-----------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------|----------|
| Brent Felchlin |  | 802 George St. DePere, WI 54115        |                                           | 10/6/17  |
| Taylor Pierce  |  | 320 Main Ave DePere, WI                |                                           | 10/6/17  |
| Emma Lehman    |  | 301 Cass St. #4 DePere 54115           | I am in strong support of this ordinance. | 10/9/17  |
| Kayla Johnson  |  | 2013 Bridge Port Ct #7 DePere WI 54115 |                                           | 10/10/17 |
|                |                                                                                   |                                        |                                           |          |
|                |                                                                                   |                                        |                                           |          |
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|                |                                                                                   |                                        |                                           |          |

# Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

|                                        |                                                                                                                                                                                                                                                                     |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| <b>Action petitioned for</b>           | We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.                                                                                            |

| Printed Name            | Signature                                                                           | Address              | Comment | Date    |
|-------------------------|-------------------------------------------------------------------------------------|----------------------|---------|---------|
| Taylor LeBreck          |    | 1791 Grant St Apt #7 |         | 10/6/17 |
| Madison LeBreck         |    | 402 South Erie St    |         | 10/6/17 |
| Elizabeth Borchert      |    | 2255 Samantha St #20 |         | 10/6/17 |
| Melissa Fischer         |    | 402 South Erie St.   |         | 10/6/17 |
| Serenity Wilkins Heding |    | 109 N. Wisconsin St. |         | 10/6/17 |
| Nathan Velicer          |   | 2881 Oak Stream Dr.  |         | 10-6-17 |
| Haley Arndt             |  | 2255 Samantha St #20 |         | 10-7-17 |
|                         |                                                                                     |                      |         |         |
|                         |                                                                                     |                      |         |         |
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|                         |                                                                                     |                      |         |         |

# Petition to implement an anti-discrimination ordinance in the city of DePere, Wisconsin

|                                        |                                                                                                                                                                                                                                                                     |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| <b>Action petitioned for</b>           | We, the undersigned, are concerned citizens who urge our leaders to act now to implement and enact the proposed anti-discrimination city ordinance in Depere, Wisconsin.                                                                                            |

| Printed Name         | Signature            | Address              | Comment          | Date     |
|----------------------|----------------------|----------------------|------------------|----------|
| Jessie Crandall      | Jessie Crandall      | 1080 Springfield Dr. |                  | 10/10/17 |
| Emily Wesoloski      | Emily Wesoloski      | 1166 Prews Dr.       |                  | 10/10/17 |
| Olivia Mazzariello   | Olivia Mazzariello   | 306 Fort Howard Ave. |                  | 10/10/17 |
| Maddy VanDeHey       | Maddy VanDeHey       | 1285 Danena Dr.      |                  | 10/10/17 |
| Marina Goeben        | Marina Goeben        | 1018 Meadowview Ln.  |                  | 10/10/17 |
| Grace Kriescher      | Grace Kriescher      | 801 Quidditch Ct     |                  | 10/10/17 |
| Miles Swieczichowski | Miles Swieczichowski | 1521 Wild Rose Dr.   | I am a trans man | 10-10-17 |
| Scottyn Haverkorn    | Scottyn Haverkorn    | 1938 Minten Way      |                  | 10/10/17 |
| Joan Calderon        | Joan Calderon        | 992 Aldrin St.       |                  | 10/10/17 |
| Delany Allen         | Delany Allen         | 1911 Creamery Rd.    |                  | 10/10/17 |
| Alexandra Pullman    | Alexandra Pullman    | 1775 Borgogne Ct     |                  | 10/10/17 |



Printed name:

Zachary Wenger  
Cathy Nick

Karissa Devroy  
Pam Bisbing

Signature:

Zach Wenger  
Cathy Nick

Karissa Devroy  
Pam Bisbing

Address:

352 Arbor Vitae Ln  
2659 Greenbrier Rd.

1042 Schehring road  
Trans people are  
1011 Countryside Dr.

Date

10/10/17

10/10/17

10/10/17

unique + special  
10/10/17

15.b

From: Annette Grunseth [annettegrunseth@gmail.com]  
 Sent: Tuesday, October 3, 2017 4:17 PM  
 To: Casey Nelson; Stacie Christian  
 Subject: A signature in favor non discrimination ordinances

Hi Casey and Stacie,  
 Attached is a signature from Lori Teske from Dwell and Grace consignment store on George Street.  
 I Invited her to the meeting on October 10 at City Hall. She did not want to talk but said her daughter probably will. She will let me know.

Since you want to get this right away, I thought I'd send it today. I have two more calls to make tomorrow and will send signatures if ( when) I get two more.

PS I plan to be at the meeting Oct 10th and can also speak up.  
 Annette

Annette Grunseth  
 920-819-2494  
[annettegrunseth@gmail.com](mailto:annettegrunseth@gmail.com)

---

**From:** ll [REDACTED]  
**Sent:** Sunday, October 1, 2017 8:27 PM  
**To:** Casey Nelson  
**Subject:** Ordinance concerning gender identity/expression

Dear Alderman Nelson;

It was brought to my attention that you have submitted an ordinance prohibiting the discrimination in employment, housing, and public accommodation based on gender identity or expression. As a business owner, mother, grandmother, and resident of De Pere, I commend your leadership and forward thinking and I encourage you to move forward on this matter. In these days when fear, ignorance, bullying, and hatred are so prevalent, more communities would benefit from this type of leadership.

Sincerely,

Chris Spah  
 Owner/Operator of The Pasty Shop

---

**From:** Rich Starry [rich@thestarrys.com]  
**Sent:** Thursday, September 21, 2017 12:11 PM  
**To:** Casey Nelson  
**Subject:** Discrimination Ordinance

I did see the correspondence and saw on tv the presentation before the board...

I would be in support of the ordinance and have no questions.

Thanks for the hard work supporting DePere and its residences.

Rich



## Judy Schmidt-Lehman

---

**From:** Jayme Sellen <JSellen@greatergbc.org>  
**Sent:** Wednesday, September 20, 2017 10:12 AM  
**To:** Judy Schmidt-Lehman  
**Subject:** RE: City of De Pere proposed anti-discrimination ordinance

Here is one

Employers want consistency and one set of rules. First of all, I am not a lawyer but it would seem the current protected class of Sexual Orientation would provide discrimination protection to someone in this trendy "gender identity" category. While I don't know of any current businesses in De Pere that would discriminate against someone based on "gender identity" (in the current absence of this proposed ordinance) and it is unlikely an employer would decide to not start or discontinue operating a business in De Pere due to this innocuous proposal, if adopted, why would the City want to create its own exception to federal and state law that makes the City Council the arbiter of guilt and penalty for something as significant as "Discrimination" rather than State and Federal law and courts?

---

**From:** Judy Schmidt-Lehman [<mailto:jschmidt-lehman@mail.de-pere.org>]  
**Sent:** Wednesday, September 20, 2017 9:33 AM  
**To:** Jayme Sellen  
**Subject:** RE: City of De Pere proposed anti-discrimination ordinance

Thanks Jayme. Is it possible for you to forward their comments on to me so that I can share them with the Committee? If they are concerned about being identified, would you be able to send them to me without identifying who sent them?

Thanks again!

Judy

---

**From:** Jayme Sellen [<mailto:JSellen@greatergbc.org>]  
**Sent:** Wednesday, September 20, 2017 9:16 AM  
**To:** Judy Schmidt-Lehman; 'Tina Quigley '; De Pere Chamber of Commerce; Laurie Radke  
**Cc:** Casey Nelson; Larry Delo; Ryan Jennings  
**Subject:** RE: City of De Pere proposed anti-discrimination ordinance

Hi Judy,

I did send it to a few of our members in De Pere. I have heard from a few but not everyone I sent it to.

Thank you,

Jayme

---

**From:** Judy Schmidt-Lehman [<mailto:jschmidt-lehman@mail.de-pere.org>]  
**Sent:** Wednesday, September 20, 2017 8:16 AM  
**To:** 'Tina Quigley '; De Pere Chamber of Commerce; Laurie Radke; Jayme Sellen  
**Cc:** Casey Nelson; Larry Delo; Ryan Jennings  
**Subject:** RE: City of De Pere proposed anti-discrimination ordinance

Attachment: anti discrim ord business comment (6318 : Ord #17-20, Creation of Chapter 9 DPMC Non-Discrimination in Housing,



Good Morning! I am writing in follow-up to my e-mail below, asking that you consider assisting the City of De Pere in distributing a draft "Anti-Discrimination" ordinance currently up for discussion by the City's Finance/Personnel Committee. If you would please let me know if you have distributed the proposed ordinance among your membership, I would appreciate it. If your agency has decided to not forward it on, I would appreciate knowing that as well.

I have attached a copy of the draft ordinance in case your email in-box is as cluttered as mine!

Thank you again for your considered assistance!

Judy

Judith Schmidt-Lehman  
De Pere City Attorney  
335 S. Broadway Street  
De Pere, WI 54115  
(920) 339-4042  
(920) 339-4049 (fax)  
[jschmidt-lehman@mail.de-pere.org](mailto:jschmidt-lehman@mail.de-pere.org)

---

**From:** Judy Schmidt-Lehman  
**Sent:** Thursday, September 14, 2017 3:51 PM  
**To:** Tina Quigley ; De Pere Chamber of Commerce; 'lradke@greatergbc.org'; 'jsellen@greatergbc.org'  
**Cc:** Casey Nelson; Larry Delo  
**Subject:** City of De Pere proposed anti-discrimination ordinance

Greetings all. I am writing to request your assistance in distributing to your respective memberships an ordinance currently under consideration in De Pere. An explanation from Ald. Casey Nelson, sponsor of the proposal together with the current draft of the proposed ordinance is attached. We hope that you will assist us in seeking public input on the draft ordinance.

If you have any questions or concerns, please feel free to contact me.

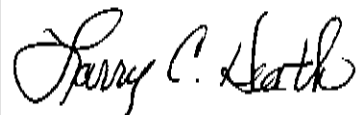
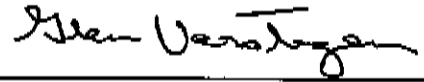
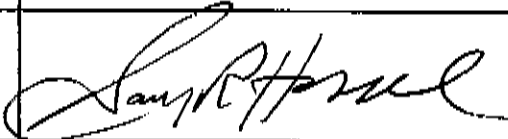
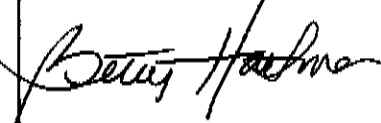
Thanks so very much for your willingness to help us with this!

Judy

Judith Schmidt-Lehman  
De Pere City Attorney  
335 S. Broadway Street  
De Pere, WI 54115  
(920) 339-4042  
(920) 339-4049 (fax)  
[jschmidt-lehman@mail.de-pere.org](mailto:jschmidt-lehman@mail.de-pere.org)

Attachment: anti discrim ord business comment (6318 : Ord #17-20, Creation of Chapter 9 DPMC Non-Discrimination in Housing,

If live, work, or do business in De Pere and you or your business support the addition of gender identity and expression to the City of De Pere's non-discrimination policy for employment, housing, and public accommodations, please consider filling in your information below:

| Affiliation (check all applicable):                                                                                               | Name:               | Address (De Pere residence, business, employer): | Signature:                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------|---------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Resident<br><input type="checkbox"/> Business<br><input type="checkbox"/> Employed in De Pere | Shawna Stueck       | 449 N. Wisconsin St.<br>De Pere, WI 54115        |    |
| <input checked="" type="checkbox"/> Resident<br><input type="checkbox"/> Business<br><input type="checkbox"/> Employed in De Pere | LARRY C.<br>HEATH   | 3552 HICKORY RIDGE<br>DE PERE, WI 54115          |    |
| <input checked="" type="checkbox"/> Resident<br><input type="checkbox"/> Business<br><input type="checkbox"/> Employed in De Pere | GLEN<br>VERSTEGEN   | 3552 HICKORY RIDGE<br>DE PERE, WI 54115          |    |
| <input checked="" type="checkbox"/> Resident<br><input type="checkbox"/> Business<br><input type="checkbox"/> Employed in De Pere | SHARON HASSEL       | 1863 HORSESHOE CT<br>DE PERE, WI 54115           |    |
| <input checked="" type="checkbox"/> Resident<br><input type="checkbox"/> Business<br><input type="checkbox"/> Employed in De Pere | GARY R. HASSEL      | 1863 HORSESHOE CT<br>DE PERE, WI 54115           |   |
| <input type="checkbox"/> Resident<br><input type="checkbox"/> Business<br><input checked="" type="checkbox"/> Employed in De Pere | Betty Hartman       | 2470 Brenner PL<br>Green Bay, WI 54301           |  |
| <input type="checkbox"/> Resident<br><input checked="" type="checkbox"/> Business<br><input type="checkbox"/> Employed in De Pere | Pete Angilello      | 320 Wisconsin Ave.<br>De Pere, WI 54115          |  |
| <input checked="" type="checkbox"/> Resident<br><input type="checkbox"/> Business<br><input type="checkbox"/> Employed in De Pere | Anne B. Rakow-Weist | 4029 Willow Tree Ln<br>De Pere, WI 54115         |  |

## PROPOSAL

### **Proposal to draft an ordinance that defines protected classes in which discrimination is prohibited in areas of housing, employment and public accommodation in the city of De Pere.**

Protecting citizens from discrimination is an important responsibility for any governing body, and publicly displaying a steadfast dedication to this issue will help our city attract a vibrant, diverse citizenry. This proposal requests approval to draft an ordinance prohibiting discrimination in housing, employment and public accommodation for specific defined protected classes. The main objective of this ordinance is to illustrate that the city of De Pere understands and appreciates the importance of equal treatment for all of its citizens. This may very well provide economic benefits by making our city more appealing to visitors and individuals looking for a progressive place to live.

This ordinance will prohibit discrimination in housing, employment and public accommodation for the following protected classes: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking. The primary intention in regards to housing will be to make it unlawful to refuse to sell, rent to, negotiate with or provide financing to any person because of their inclusion in a protected class. For employment, the ordinance will bar any act, policy, advertisement or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's inclusion in a protected class. In regards to public accommodation, the ordinance will prohibit a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

Any person who claims to have been wronged under this ordinance will first have their complaint heard by the Mayor, who will attempt to rectify the situation. If a resolution cannot be reached or discrimination continues a fine may be instituted. With the exception of egregious violations, an informal resolution will be preferred over municipal prosecutions. This ordinance will be designed to cover only those situations that are not currently covered under state and federal anti-discrimination laws. The major difference in this ordinance compared to protected classes included in federal and/or state anti-discrimination laws is protection for gender identity or expression. Enacting this ordinance will convey that De Pere is a progressive, open minded city that accepts and protects everybody. There are communities and states that have enacted or are proposing legislation to further single out and allow discrimination against this portion of the population and we have an opportunity to stand out and display a commitment to protect persons regardless of their gender identity or expression.

| <b>HOUSING</b>                                                  | Federal | State | Ordinance |
|-----------------------------------------------------------------|---------|-------|-----------|
| Age                                                             |         | x     | x         |
| Ancestry                                                        |         | x     | x         |
| Arrest record                                                   |         |       |           |
| Color                                                           | x       | x     | x         |
| Conviction record                                               |         |       |           |
| Creed                                                           |         |       |           |
| Declining to attend a meeting about religious/political matters |         |       |           |
| Familial Status                                                 | x       | x     | x         |
| Gender Identity/Expression                                      |         |       | x         |
| Handicap/Disability                                             | partial | x     | x         |
| Lawful source of income                                         |         | x     | x         |
| Marital Status                                                  |         | x     | x         |
| Military Service                                                |         |       | x         |
| National Origin                                                 | x       | x     | x         |
| Race                                                            | x       | x     | x         |
| Religion                                                        | x       | x     | x         |
| Sex                                                             | x       | x     | x         |
| Sexual Orientation                                              |         | x     | x         |
| Use/nonuse of lawful products in off time                       |         |       |           |
| Victim of domestic abuse, sexual assault, stalking              |         | x     | x         |
|                                                                 | 7       | 13    | 15        |
|                                                                 |         |       |           |
| <b>PUBLIC ACCOMMODATION</b>                                     | Federal | State | Ordinance |
| Age                                                             |         |       | x         |
| Ancestry                                                        |         | x     | x         |
| Arrest record                                                   |         |       |           |
| Color                                                           | x       | x     | x         |
| Conviction record                                               |         |       |           |
| Creed                                                           |         | x     |           |
| Declining to attend a meeting about religious/political matters |         |       |           |
| Familial Status                                                 |         |       | x         |
| Gender Identity/Expression                                      |         |       | x         |
| Handicap/Disability                                             |         | x     | x         |
| Lawful source of income                                         |         |       | x         |
| Marital Status                                                  |         |       | x         |
| Military Service                                                |         |       | x         |
| National Origin                                                 | x       | x     | x         |
| Race                                                            | x       | x     | x         |
| Religion                                                        | x       |       | x         |
| Sex                                                             |         | x     | x         |
| Sexual Orientation                                              |         | x     | x         |
| Use/nonuse of lawful products in off time                       |         |       |           |
| Victim of domestic abuse, sexual assault, stalking              |         |       | x         |
|                                                                 | 4       | 8     | 15        |
|                                                                 |         |       |           |
| <b>EMPLOYMENT</b>                                               | Federal | State | Ordinance |
| Age                                                             |         | x     | x         |
| Ancestry                                                        |         | x     | x         |
| Arrest record                                                   |         | x     |           |
| Color                                                           | x       | x     | x         |
| Conviction record                                               |         | x     |           |
| Creed                                                           |         | x     |           |
| Declining to attend a meeting about religious/political matters |         | x     |           |
| Familial Status                                                 |         |       | x         |
| Gender Identity/Expression                                      |         |       | x         |
| Handicap/Disability                                             |         | x     | x         |
| Lawful source of income                                         |         |       | x         |
| Marital Status                                                  |         | x     | x         |
| Military Service                                                |         | x     | x         |
| National Origin                                                 | x       | x     | x         |
| Race                                                            | x       | x     | x         |
| Religion                                                        | x       |       | x         |
| Sex                                                             | x       | x     | x         |
| Sexual Orientation                                              |         | x     | x         |
| Use/nonuse of lawful products in off time                       |         | x     |           |
| Victim of domestic abuse, sexual assault, stalking              |         |       | x         |
|                                                                 | 5       | 15    | 15        |

## City of De Pere, Wisconsin

**Request For Common Council Action**


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**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Public Works

**FROM:** Scott Thoresen

**SUBJECT:** Resolution #17-80, Authorizing Agreement for Contractor Services  
Between the City of De Pere and Advanced Disposal Services, Inc.  
(Garbage & Recycling Dumpster Collection Services)

---

The Board of Public Works at the October 9, 2017 meeting approved the contract with Advanced Disposal for the Nicolet Square Dumpster Services.

**ATTACHMENTS:**

- Reso17-80 (DOCX)
- Contractor Agreement Advanced Disposal Services, Inc.(Garbage & Recycling Dumpster Collection)10-17-161-001-17 (PDF)
- Exhibit A-Advanced Disposal, Inc. (PDF)
- Exhibit B-Advanced Disposal Services, Inc. (PDF)
- Nicolet Square Dumpster Services 10-4-17 (DOC)
- 2017 Garbage & Recycling Dumpster Collection Services Bid Summaries (PDF)
- Van's Waste Dumpster Service Proposal 9-29-17 (PDF)
- Waste Management Dumpster Service Proposal 9-29-17 (PDF)

## RESOLUTION #17-80

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN  
THE CITY OF DE PERE AND ADVANCED DISPOSAL SERVICES, INC.  
(Garbage & Recycling Dumpster Collection Services)

WHEREAS, the City is in need of garbage and recycling dumpster collection services at designated sites in downtown area the City of De Pere; and

WHEREAS, Advanced Disposal Services, Inc. has available and offers to provide personnel and equipment necessary to accomplish the garbage and recycling dumpster collection services subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Contractor Services as attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17<sup>th</sup> day of October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_



**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE  
CITY OF DE PERE AND ADVANCED DISPOSAL SERVICES, INC.  
(Garbage & Recycling Dumpster Collection Services)**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of De Pere, Wisconsin, ("City"), and Advanced Disposal Services, Inc. ("Contractor").

**I. SCOPE OF CONTRACTING SERVICES**

Contractor agrees to perform garbage and recycling dumpster collection services described in the City's Request for Proposals, dated September 13, 2017, attached and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

**II. COMPENSATION**

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B.

**III. INSURANCE**

The Contractor shall maintain during the course of the project, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
  - (A) Coverages must include the following extensions:
    - Comprehensive Form
      - (1) All Owned Autos
      - (2) All Hired Autos
      - (3) All Non-Owned Autos
      - (4) Mobile Equipment
      - (5) Specialized Equipment
      - (6) Contractual Liability
      - (7) Uninsured Motorists to Limit of Policy

(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:  
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and an endorsement naming the City as an additional insured thereunder for purposes of the Contract.

#### IV. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals

#### V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **SAFETY, HEALTH AND SANITATION.** The Contractor shall comply with all federal, state and local laws governing the safety, health and sanitation, and shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility or as the Director of Public Works may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

## VI. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the City of De Pere, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## VII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere  
Attention: Director of Public Works  
925 South Sixth Street  
De Pere, WI 54115

If to Contractor:

Advanced Disposal Services, Inc.  
Attention: Michael Petersen  
P.O. Box 5096  
De Pere, WI 54115-5096

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**ADVANCED DISPOSAL SERVICES, INC.**

**CITY OF DE PERE**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Michael J. Walsh, Mayor

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

**Approved as to Form:**

\_\_\_\_\_  
Judith Schmidt-Lehman, City Attorney

H:\azills\Agreements\2017\Advanced Disposal Services, Inc. (Garbage & Recycling Dumpster Collection)10-17-161-001-17

Advanced Disposal Services, Inc.  
Agreement for Contractor Services-Garbage &  
Recycling Dumpster Collection Services  
Page 4 of 4



# City of De Pere

925 South Sixth Street  
DePere, WI 54115-1199  
Phone: 920-339-8095  
Fax: 920-339-4071  
Cell: 920-639-1003

Scott J. Thoresen  
Director of Public Works  
sthoresen@mail.de-pere.org  
[www.de-pere.org](http://www.de-pere.org)

October 3, 2017

**RE: Request for Proposals  
2017 Garbage & Recycling  
Dumpster Collection Services**

The City of De Pere is requesting a proposal from your firm to provide garbage and recycling dumpster collection services. Dumpster collection is to take place at one or more designated sites throughout the City's downtown over the next several years. The first year of collection services will be for one newly built dumpster enclosure located at Nicolet Square parking lot located at 110 3<sup>rd</sup> Street. The services being sought are for a multi-year period.

## **Scope of Work:**

### **1. Contractor Responsibilities**

- a) The contractor shall be responsible for familiarizing themselves with the service areas, and requirements, challenges and restrictions and conduct the work so as to not unnecessarily disrupt the businesses or residents in the area so that they may fully understand any unique conditions affecting the contract.
- b) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to provide garbage and recycling dumpster collection services. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.
- c) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations relative to the service provided hereunder.
- d) Contractor shall comply with all safety requirements set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

- e) All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
- f) Contractor shall obtain and maintain all necessary licenses and permits, and dispose of the collected waste and recycles in a legal and environmentally responsible manner. The successful bidder shall possess all required State of Wisconsin and other local licenses, a Solid Waste Transporter or Solid Waste/Recyclables Transporter license from the WDNR and must submit proof of same with their quote package.
- g) The contractor shall work with the City to determine the appropriate size dumpster to furnish at each dumpster enclosure location.
- h) The Contractor shall furnish correctly sized, well-maintained, leak proof metal dumpsters at each site designated by the City. Dumpsters shall be of good quality and painted in such a way as to not be an eyesore (i.e. no excessive rust, peeling, gaudy colors, etc.). Contractor shall be responsible for all maintenance and repair to dumpsters during the term of the contract.
- i) The contractor shall pick up from the various locations in a consistent manner. The exact day of the week and time for schedule collection for each location will be mutually agreed to by the contractor and the City.
- j) Contractor shall ensure that all waste and recycling materials are completely removed from the dumpster enclosure areas per the schedule. Upon emptying containers, there shall be no waste or recycling materials left in the enclosure area.
- k) Dumpsters shall be covered and shall be properly labeled on side and front to identify its use (Trash or Recycle).
- l) Contractor shall insure that its employees exercise all necessary caution to avoid injury to persons or damage to property of any kind.
- m) Contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.
- n) Contractor agrees that any damage to buildings, enclosures, materials, equipment or to other property etc. during the performance of this service will be repaired to the satisfaction of the City at the Contractor's expense.
- o) Any damage caused to Contractor owned dumpsters by any type of vandalism is the responsibility of the Contractor. Any damaged or vandalized dumpsters shall be repaired or replaced by the Contractor within 48 hours of notification by the City.
- p) New containers required shall be set in place or installed within 48 hours of request.



- q) Service calls on equipment shall be responded to and completed within 24 hours of request. All service calls shall be completed during normal working hours of Monday-Friday, 8:00am-4:30pm at no additional charge to the City including parts, labor, time, mileage, etc.
- r) Contractor shall notify the City of any work stoppage for any reason, including weather, material delays, etc.
- s) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval
- t) Contractor must dispose and transport all refuse and recyclable materials to Brown County facilities. Contractor agrees to pay for disposal of all refuse and recyclable materials collected under this contract at the current gate rate or at the rate in which contractor is authorized to pay per a separate waste disposal contract. Refuse and recyclable material disposal must occur during normal Brown County operating hours.
- u) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of \$50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

## 2. **City of De Pere Responsibilities**

- a) The City shall enact and enforce necessary ordinances consistent with this proposal.
- b) The City shall make prompt payment in accordance with true and correct statements submitted by the contractor.
- c) The City shall comply with any and all future regulations enacted by the County, State, or Federal authorities which affect these collection services.
- d) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

### 3. Indemnification

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City of De Pere, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of De Pere as herein provided.

### 4. Term of Contract

The proposed term of the contract to perform provide garbage and recycling dumpster collection services shall be for three years (2018 -2020) with an option for the City to renew if for two (2) more years in one (1) year increments. The contract is anticipated to begin no sooner than November 6, 2017. **Prices quoted shall be firm for the first 12 months of the agreement.**

For subsequent renewal years thereafter, any revision to the pricing shall be submitted in writing by the contractor to City at least 60 days prior to the expiration date. Documentation must be provided to support any requested price increases. If no notice is received regarding any price increases it shall be understood by the contractor that current pricing will remain the same for the next 12 month renewal period. **Pricing shall remain firm for each 12 month renewal period.** The City may, at its sole option, accept the new pricing or choose to cancel the agreement and re-solicit.

Quotes shall include any and all costs to be charged to the City for the proposed services. Any costs not submitted on the price sheets will not be considered payable. This includes but is not limited to, all containers, waste/recycling removal fees, labor, equipment, mileage, time, maintenance, administrative fees, fuel surcharges, County tipping fees, State tipping fees, environmental fees, etc.

The agreement may be cancelled, with or without cause, by either party by giving 90 days written notice.

## 5. **Payment**

The Contractor shall invoice monthly the City monthly basis and invoiced at the unit rates for work listed in the proposal. Invoices shall be itemized to dates, locations and number of pickups for each container. Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

## 6. **Insurance Requirements:**

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

|                                            |              |
|--------------------------------------------|--------------|
| State:                                     | Statutory    |
| Applicable Federal (e.g., Longshoreman's): | Statutory    |
| Employer's Liability:                      | \$ 1,000,000 |

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

|                                                                                                                                 |              |
|---------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>a.</b> General Aggregate (on a per project basis)                                                                            | \$ 2,000,000 |
| <b>b.</b> Products – Completed Operations Aggregate                                                                             | \$ 2,000,000 |
| <b>c.</b> Personal and Advertising Injury                                                                                       | \$ 1,000,000 |
| <b>d.</b> Each Occurrence (Bodily Injury and Property Damage)                                                                   | \$ 1,000,000 |
| <b>e.</b> Property Damage liability insurance will provide<br>Explosion, Collapse, and Under-ground coverages where applicable. |              |
| <b>f.</b> Excess or Umbrella Liability                                                                                          |              |
| General Aggregate                                                                                                               | \$ 5,000,000 |
| Each Occurrence                                                                                                                 | \$ 5,000,000 |
| Automobile Liability:                                                                                                           |              |
| <b>g.</b> Combined Single Limit of                                                                                              | \$ 1,000,000 |

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Director of Public Works  
City of De Pere  
925 South Sixth Street  
De Pere, WI 54115

### **Additional Information:**

- Sample consultant agreement is attached

**All proposals should include the following information:**

1. **Previous Experience:** Contractor must submit at least three (3) references for dumpster collection services done in the past two (2) years in downtown areas.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked “**Dumpster Collection Services Proposal**” on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,  
Director of Public Works  
City of De Pere  
925 South Sixth Street  
De Pere, WI 54115

All sealed proposals shall be received no later than 10:00 a.m. on Friday, September 29, 2017.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of the City.

If you have any questions, please call me at (920) 339-8095.

Sincerely,

**DEPARTMENT OF PUBLIC WORKS**

Scott Thoresen, P.E.  
Director of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices provide garbage and recycling dumpster collection services:

## **2018 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2018<br/>NICOLET SQUARE</b> |        |        |        |        |
|-------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - REFUSE</b>      |        |        |        |        |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                  |        |        |        |        |
| 4 – YD<br>Dumpster                  |        |        |        |        |
| 6 – YD<br>Dumpster                  |        |        |        |        |
| 8 – YD<br>Dumpster                  |        |        |        |        |

| <b>YEAR 2018<br/>NICOLET SQUARE</b> |        |        |        |        |
|-------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - RECYCLE</b>     |        |        |        |        |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                  |        |        |        |        |
| 4 – YD<br>Dumpster                  |        |        |        |        |
| 6 – YD<br>Dumpster                  |        |        |        |        |
| 8 – YD<br>Dumpster                  |        |        |        |        |



## **2019 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2019<br/>NICOLET SQUARE</b> |        |        |        |        |
|-------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - REFUSE</b>      |        |        |        |        |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                  |        |        |        |        |
| 4 – YD<br>Dumpster                  |        |        |        |        |
| 6 – YD<br>Dumpster                  |        |        |        |        |
| 8 – YD<br>Dumpster                  |        |        |        |        |

| <b>YEAR 2019<br/>NICOLET SQUARE</b> |        |        |        |        |
|-------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - RECYCLE</b>     |        |        |        |        |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                  |        |        |        |        |
| 4 – YD<br>Dumpster                  |        |        |        |        |
| 6 – YD<br>Dumpster                  |        |        |        |        |
| 8 – YD<br>Dumpster                  |        |        |        |        |

## **2019 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2019<br/>FUTURE DOWNTOWN DUMPSTER LOCATIONS</b> |        |        |        |        |
|---------------------------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - REFUSE</b>                          |        |        |        |        |
|                                                         | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                                      |        |        |        |        |
| 4 – YD<br>Dumpster                                      |        |        |        |        |
| 6 – YD<br>Dumpster                                      |        |        |        |        |
| 8 – YD<br>Dumpster                                      |        |        |        |        |

| <b>YEAR 2019<br/>FUTURE DOWNTOWN DUMPSTER LOCATIONS</b> |        |        |        |        |
|---------------------------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - RECYCLE</b>                         |        |        |        |        |
|                                                         | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                                      |        |        |        |        |
| 4 – YD<br>Dumpster                                      |        |        |        |        |
| 6 – YD<br>Dumpster                                      |        |        |        |        |
| 8 – YD<br>Dumpster                                      |        |        |        |        |

## **2020 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2020<br/>NICOLET SQUARE</b> |        |        |        |        |
|-------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - REFUSE</b>      |        |        |        |        |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                  |        |        |        |        |
| 4 – YD<br>Dumpster                  |        |        |        |        |
| 6 – YD<br>Dumpster                  |        |        |        |        |
| 8 – YD<br>Dumpster                  |        |        |        |        |

| <b>YEAR 2020<br/>NICOLET SQUARE</b> |        |        |        |        |
|-------------------------------------|--------|--------|--------|--------|
| <b>DUMP FREQUENCY - RECYCLE</b>     |        |        |        |        |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                  |        |        |        |        |
| 4 – YD<br>Dumpster                  |        |        |        |        |
| 6 – YD<br>Dumpster                  |        |        |        |        |
| 8 – YD<br>Dumpster                  |        |        |        |        |

## **2020 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2020</b>                          |        |        |        |        |
|-------------------------------------------|--------|--------|--------|--------|
| <b>FUTURE DOWNTOWN DUMPSTER LOCATIONS</b> |        |        |        |        |
| <b>DUMP FREQUENCY -REFUSE</b>             |        |        |        |        |
|                                           | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                        |        |        |        |        |
| 4 – YD<br>Dumpster                        |        |        |        |        |
| 6 – YD<br>Dumpster                        |        |        |        |        |
| 8 – YD<br>Dumpster                        |        |        |        |        |

| <b>YEAR 2020</b>                          |        |        |        |        |
|-------------------------------------------|--------|--------|--------|--------|
| <b>FUTURE DOWNTOWN DUMPSTER LOCATIONS</b> |        |        |        |        |
| <b>DUMP FREQUENCY - RECYCLE</b>           |        |        |        |        |
|                                           | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                        |        |        |        |        |
| 4 – YD<br>Dumpster                        |        |        |        |        |
| 6 – YD<br>Dumpster                        |        |        |        |        |
| 8 – YD<br>Dumpster                        |        |        |        |        |

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: \_\_\_\_\_ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Bidder

\_\_\_\_\_  
Title



Scott Thoresen  
City Of De Pere  
Director of Public Works

RE: Dumpster Collection Services Proposal

Scott, here is our proposal for the De Pere services. I am providing details below about our proposal.

- Initial pricing for Nicolet Square will be firm until Jan 1. 2019
- On the anniversary of January 1 thereafter, a 1% increase will be assessed.
- WE WILL PROVIDE 1 MONTH SERVICE AT NO COST FOR EACH LOCATION.
- Service is flexible to meet the demands of the location. Container size, frequency, etc.
- Advanced Disposal Services (ADS) has excellent safety and environmental records. Our in house vehicle maintenance assures consistent service. It is critical to have a well maintained vehicle fleet, and Driver Training Program to protect your assets and the community.
- We have a transfer station in De Pere and operate our own landfill also.
- Proximity of our ADS location will provide service to meet your timeframe, as well as being able to respond to emergency service when necessary.
- ADS is a good partner in the De Pere community. Our employees and our company support the community businesses.
- Nicolet Square will accept 2-8 yard containers with no trouble. NO overhead wire obstruction present.
- The right side gate will need a pin hole in the asphalt to keep the door open when servicing, and preventing from swinging into parked vehicles.

References:

Broadway Investments  
The 102 on Broadway  
Jason Tadych  
920-277-4739

Great Harvest Bread  
802 George St  
Brent Felchin  
920-336-9111

De Pere Christian Outreach  
506 Butler St  
Barb Erlandson  
920-339-1060

*Mike Pectus*

920-450-6423

PO Box 5096, 1799 Cty PP

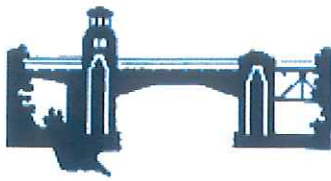
De Pere, WI 54115

Tel (920)983-3341

Fax (920)983-3348

AdvancedDisposal.com





# City of De Pere

925 South Sixth Street  
DePere, WI 54115-1199  
Phone: 920-339-8095  
Fax: 920-339-4071  
Cell: 920-639-1003

Scott J. Thoresen  
Director of Public Works  
sthoresen@mail.de-pere.org  
[www.de-pere.org](http://www.de-pere.org)

September 13, 2017

**RE: Request for Proposals  
2017 Garbage & Recycling  
Dumpster Collection Services**

The City of De Pere is requesting a proposal from your firm to provide garbage and recycling dumpster collection services. Dumpster collection is to take place at one or more designated sites throughout the City's downtown over the next several years. The first year of collection services will be for one newly built dumpster enclosure located at Nicolet Square parking lot located at 110 3<sup>rd</sup> Street. The services being sought are for a multi-year period.

## **Scope of Work:**

### **1. Contractor Responsibilities**

- a) The contractor shall be responsible for familiarizing themselves with the service areas, and requirements, challenges and restrictions and conduct the work so as to not unnecessarily disrupt the businesses or residents in the area so that they may fully understand any unique conditions affecting the contract.
- b) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to provide garbage and recycling dumpster collection services. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.
- c) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations relative to the service provided hereunder.
- d) Contractor shall comply with all safety requirements set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

- e) All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
- f) Contractor shall obtain and maintain all necessary licenses and permits, and dispose of the collected waste and recycles in a legal and environmentally responsible manner. The successful bidder shall possess all required State of Wisconsin and other local licenses, a Solid Waste Transporter or Solid Waste/Recyclables Transporter license from the WDNR and must submit proof of same with their quote package.
- g) The contractor shall work with the City to determine the appropriate size dumpster to furnish at each dumpster enclosure location.
- h) The Contractor shall furnish correctly sized, well-maintained, leak proof metal dumpsters at each site designated by the City. Dumpsters shall be of good quality and painted in such a way as to not be an eyesore (i.e. no excessive rust, peeling, gaudy colors, etc.). Contractor shall be responsible for all maintenance and repair to dumpsters during the term of the contract.
- i) The contractor shall pick up from the various locations in a consistent manner. The exact day of the week and time for schedule collection for each location will be mutually agreed to by the contractor and the City.
- j) Contractor shall ensure that all waste and recycling materials are completely removed from the dumpster enclosure areas per the schedule. Upon emptying containers, there shall be no waste or recycling materials left in the enclosure area.
- k) Dumpsters shall be covered and shall be properly labeled on side and front to identify its use (Trash or Recycle).
- l) Contractor shall insure that its employees exercise all necessary caution to avoid injury to persons or damage to property of any kind.
- m) Contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.
- n) Contractor agrees that any damage to buildings, enclosures, materials, equipment or to other property etc. during the performance of this service will be repaired to the satisfaction of the City at the Contractor's expense.
- o) Any damage caused to Contractor owned dumpsters by any type of vandalism is the responsibility of the Contractor. Any damaged or vandalized dumpsters shall be repaired or replaced by the Contractor within 48 hours of notification by the City.
- p) New containers required shall be set in place or installed within 48 hours of request.



- q) Service calls on equipment shall be responded to and completed within 24 hours of request. All service calls shall be completed during normal working hours of Monday-Friday, 8:00am-4:30pm at no additional charge to the City including parts, labor, time, mileage, etc.
- r) Contractor shall notify the City of any work stoppage for any reason, including weather, material delays, etc.
- s) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval
- t) Contractor must dispose and transport all refuse and recyclable materials to Brown County facilities. Contractor agrees to pay for disposal of all refuse and recyclable materials collected under this contract at the current gate rate or at the rate in which contractor is authorized to pay per a separate waste disposal contract. Refuse and recyclable material disposal must occur during normal Brown County operating hours.
- u) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of \$50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

## 2. City of De Pere Responsibilities

- a) The City shall enact and enforce necessary ordinances consistent with this proposal.
- b) The City shall make prompt payment in accordance with true and correct statements submitted by the contractor.
- c) The City shall comply with any and all future regulations enacted by the County, State, or Federal authorities which affect these collection services.
- d) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

### 3. Indemnification

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City of De Pere, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City of De Pere, its officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the City of De Pere, its officials, agents, or employees, the Contractor shall, at its own expense appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City of De Pere, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City of De Pere as herein provided.

### 4. Term of Contract

The proposed term of the contract to perform provide garbage and recycling dumpster collection services shall be for three years (2018 -2020) with an option for the City to renew if for two (2) more years in one (1) year increments. The contract is anticipated to begin no sooner than November 6, 2017. **Prices quoted shall be firm for the first 12 months of the agreement.**

For subsequent renewal years thereafter, any revision to the pricing shall be submitted in writing by the contractor to City at least 60 days prior to the expiration date. Documentation must be provided to support any requested price increases. If no notice is received regarding any price increases it shall be understood by the contractor that current pricing will remain the same for the next 12 month renewal period. **Pricing shall remain firm for each 12 month renewal period.** The City may, at its sole option, accept the new pricing or choose to cancel the agreement and re-solicit.

Quotes shall include any and all costs to be charged to the City for the proposed services. Any costs not submitted on the price sheets will not be considered payable. This includes but is not limited to, all containers, waste/recycling removal fees, labor, equipment, mileage, time, maintenance, administrative fees, fuel surcharges, County tipping fees, State tipping fees, environmental fees, etc.

The agreement may be cancelled, with or without cause, by either party by giving 90 days written notice.



## 5. Payment

The Contractor shall invoice monthly the City monthly basis and invoiced at the unit rates for work listed in the proposal. Invoices shall be itemized to dates, locations and number of pickups for each container. Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

## 6. Insurance Requirements:

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

|                                            |              |
|--------------------------------------------|--------------|
| State:                                     | Statutory    |
| Applicable Federal (e.g., Longshoreman's): | Statutory    |
| Employer's Liability:                      | \$ 1,000,000 |

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

|                                                                                                                          |              |
|--------------------------------------------------------------------------------------------------------------------------|--------------|
| a. General Aggregate (on a per project basis)                                                                            | \$ 2,000,000 |
| b. Products – Completed Operations Aggregate                                                                             | \$ 2,000,000 |
| c. Personal and Advertising Injury                                                                                       | \$ 1,000,000 |
| d. Each Occurrence (Bodily Injury and Property Damage)                                                                   | \$ 1,000,000 |
| e. Property Damage liability insurance will provide<br>Explosion, Collapse, and Under-ground coverages where applicable. |              |
| f. Excess or Umbrella Liability                                                                                          |              |
| General Aggregate                                                                                                        | \$ 5,000,000 |
| Each Occurrence                                                                                                          | \$ 5,000,000 |
| Automobile Liability:                                                                                                    |              |
| g. Combined Single Limit of                                                                                              | \$ 1,000,000 |

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Director of Public Works  
City of De Pere  
925 South Sixth Street  
De Pere, WI 54115

### **Additional Information:**

- Sample consultant agreement is attached



**All proposals should include the following information:**

1. **Previous Experience:** Contractor must submit at least three (3) references for dumpster collection services done in the past two (2) years in downtown areas.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked “**Dumpster Collection Services Proposal**” on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,  
 Director of Public Works  
 City of De Pere  
 925 South Sixth Street  
 De Pere, WI 54115

All sealed proposals shall be received no later than 10:00 a.m. on Friday, September 29, 2017.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of the City.

If you have any questions, please call me at (920) 339-8095.

Sincerely,

**DEPARTMENT OF PUBLIC WORKS**

Scott Thoresen, P.E.  
 Director of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices provide garbage and recycling dumpster collection services:

## **2018 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2018<br/>NICOLET SQUARE</b> |        |        |        |                        |
|-------------------------------------|--------|--------|--------|------------------------|
| <b>DUMP FREQUENCY - REFUSE</b>      |        |        |        |                        |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week                 |
| 2 – YD<br>Dumpster                  | \$47   | \$92   | \$136  | \$180<br>5x week \$225 |
| 4 – YD<br>Dumpster                  | \$61   | \$118  | \$175  | \$232<br>5x week \$289 |
| 6 – YD<br>Dumpster                  | \$74   | \$144  | \$214  | \$284<br>5x week \$354 |
| 8 – YD<br>Dumpster                  | \$88   | \$171  | \$253  | \$336<br>5x week \$419 |

| <b>YEAR 2018<br/>NICOLET SQUARE</b> |        |        |        |                         |
|-------------------------------------|--------|--------|--------|-------------------------|
| <b>DUMP FREQUENCY - RECYCLE</b>     |        |        |        |                         |
|                                     | 1/Week | 2/Week | 3/Week | 4/Week                  |
| 2 – YD<br>Dumpster                  | \$42   | \$83   | \$125  | \$167<br>5 x week \$208 |
| 4 – YD<br>Dumpster                  | \$47   | \$94   | \$141  | \$187<br>5 x week 4234  |
| 6 – YD<br>Dumpster                  | \$52   | \$104  | \$156  | \$208<br>5 x week \$260 |
| 8 – YD<br>Dumpster                  | \$57   | \$114  | \$172  | \$229<br>5 x week \$286 |

## **2019 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2019<br/>NICOLET SQUARE<br/>DUMP FREQUENCY - REFUSE</b> |         |          |          |                              |
|-----------------------------------------------------------------|---------|----------|----------|------------------------------|
|                                                                 | 1/Week  | 2/Week   | 3/Week   | 4/Week                       |
| 2 – YD<br>Dumpster                                              | \$47.47 | \$92.92  | \$137.36 | \$181.80<br>5x week \$227.25 |
| 4 – YD<br>Dumpster                                              | \$61.61 | \$119.18 | \$176.75 | \$234.32<br>5 xweek \$291.89 |
| 6 – YD<br>Dumpster                                              | \$74.74 | \$145.44 | \$216.21 | \$286.84<br>5xweek \$357.54  |
| 8 – YD<br>Dumpster                                              | \$88.88 | \$172.71 | \$255.53 | \$339.36<br>5xweek \$423.19  |

| <b>YEAR 2019<br/>NICOLET SQUARE<br/>DUMP FREQUENCY - RECYCLE</b> |         |          |          |                              |
|------------------------------------------------------------------|---------|----------|----------|------------------------------|
|                                                                  | 1/Week  | 2/Week   | 3/Week   | 4/Week                       |
| 2 – YD<br>Dumpster                                               | \$42.42 | \$83.83  | \$126.25 | \$168.67<br>5xweek \$210.08  |
| 4 – YD<br>Dumpster                                               | \$47.47 | \$94.94  | \$142.41 | \$188.87<br>5xweek \$236.34  |
| 6 – YD<br>Dumpster                                               | \$52.52 | \$105.04 | \$157.56 | \$210.08<br>5x week \$262.60 |
| 8 – YD<br>Dumpster                                               | \$57.57 | \$115.14 | \$173.72 | \$231.29<br>5xweek \$288.86  |

## **2019 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2019</b>                          |         |          |          |                              |
|-------------------------------------------|---------|----------|----------|------------------------------|
| <b>FUTURE DOWNTOWN DUMPSTER LOCATIONS</b> |         |          |          |                              |
| <b>DUMP FREQUENCY - REFUSE</b>            |         |          |          |                              |
|                                           | 1/Week  | 2/Week   | 3/Week   | 4/Week                       |
| <b>2 – YD<br/>Dumpster</b>                | \$47.47 | \$92.92  | \$137.36 | \$181.80<br>5x week \$227.25 |
| <b>4 – YD<br/>Dumpster</b>                | \$61.61 | \$119.18 | \$176.75 | \$234.32<br>5 xweek \$291.89 |
| <b>6 – YD<br/>Dumpster</b>                | \$74.74 | \$145.44 | \$216.21 | \$286.84<br>5xweek \$357.54  |
| <b>8 – YD<br/>Dumpster</b>                | \$88.88 | \$172.71 | \$255.53 | \$339.36<br>5xweek \$423.19  |

| <b>YEAR 2019</b>                          |         |          |          |                              |
|-------------------------------------------|---------|----------|----------|------------------------------|
| <b>FUTURE DOWNTOWN DUMPSTER LOCATIONS</b> |         |          |          |                              |
| <b>DUMP FREQUENCY - RECYCLE</b>           |         |          |          |                              |
|                                           | 1/Week  | 2/Week   | 3/Week   | 4/Week                       |
| <b>2 – YD<br/>Dumpster</b>                | \$42.42 | \$83.83  | \$126.25 | \$168.67<br>5xweek \$210.08  |
| <b>4 – YD<br/>Dumpster</b>                | \$47.47 | \$94.94  | \$142.41 | \$188.87<br>5xweek \$236.34  |
| <b>6 – YD<br/>Dumpster</b>                | \$52.52 | \$105.04 | \$157.56 | \$210.08<br>5x week \$262.60 |
| <b>8 – YD<br/>Dumpster</b>                | \$57.57 | \$115.14 | \$173.72 | \$231.29<br>5xweek \$288.86  |



## **2020 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2020<br/>NICOLET SQUARE<br/>DUMP FREQUENCY - REFUSE</b> |         |          |          |                             |
|-----------------------------------------------------------------|---------|----------|----------|-----------------------------|
|                                                                 | 1/Week  | 2/Week   | 3/Week   | 4/Week                      |
| 2 – YD<br>Dumpster                                              | \$47.94 | \$93.85  | \$138.73 | \$183.62<br>5xweek \$229.52 |
| 4 – YD<br>Dumpster                                              | \$62.23 | \$120.37 | \$178.52 | \$236.66<br>5xweek \$294.81 |
| 6 – YD<br>Dumpster                                              | \$75.49 | \$146.89 | \$218.37 | \$289.71<br>5xweek \$361.12 |
| 8 – YD<br>Dumpster                                              | \$89.77 | \$174.44 | \$258.09 | \$342.75<br>5xweek \$427.94 |

| <b>YEAR 2020<br/>NICOLET SQUARE<br/>DUMP FREQUENCY - RECYCLE</b> |         |          |          |                             |
|------------------------------------------------------------------|---------|----------|----------|-----------------------------|
|                                                                  | 1/Week  | 2/Week   | 3/Week   | 4/Week                      |
| 2 – YD<br>Dumpster                                               | \$42.84 | \$84.67  | \$127.51 | \$170.36<br>5xweek \$211.08 |
| 4 – YD<br>Dumpster                                               | \$47.94 | \$95.89  | \$143.83 | \$190.76<br>5xweek \$238.70 |
| 6 – YD<br>Dumpster                                               | \$53.05 | \$106.09 | \$159.14 | \$212.18<br>5xweek \$265.23 |
| 8 – YD<br>Dumpster                                               | \$58.15 | \$116.29 | \$175.45 | \$233.29<br>5xweek \$291.75 |

## **2020 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2020<br/>FUTURE DOWNTOWN DUMPSTER LOCATIONS<br/>DUMP FREQUENCY -REFUSE</b> |         |          |          |                             |
|------------------------------------------------------------------------------------|---------|----------|----------|-----------------------------|
|                                                                                    | 1/Week  | 2/Week   | 3/Week   | 4/Week                      |
| <b>2 – YD<br/>Dumpster</b>                                                         | \$47.94 | \$93.85  | \$138.73 | \$183.62<br>5xweek \$229.52 |
| <b>4 – YD<br/>Dumpster</b>                                                         | \$62.23 | \$120.37 | \$178.52 | \$236.66<br>5xweek \$294.81 |
| <b>6 – YD<br/>Dumpster</b>                                                         | \$75.49 | \$146.89 | \$218.37 | \$289.71<br>5xweek \$361.12 |
| <b>8 – YD<br/>Dumpster</b>                                                         | \$89.77 | \$174.44 | \$258.09 | \$342.75<br>5xweek \$427.94 |

| <b>YEAR 2020<br/>FUTURE DOWNTOWN DUMPSTER LOCATIONS<br/>DUMP FREQUENCY - RECYCLE</b> |         |          |          |                             |
|--------------------------------------------------------------------------------------|---------|----------|----------|-----------------------------|
|                                                                                      | 1/Week  | 2/Week   | 3/Week   | 4/Week                      |
| <b>2 – YD<br/>Dumpster</b>                                                           | \$42.84 | \$84.67  | \$127.51 | \$170.36<br>5xweek \$211.08 |
| <b>4 – YD<br/>Dumpster</b>                                                           | \$47.94 | \$95.89  | \$143/83 | \$190.76<br>5xweek \$238.70 |
| <b>6 – YD<br/>Dumpster</b>                                                           | \$53.05 | \$106.09 | \$159.14 | \$212.18<br>5xweek \$265.23 |
| <b>8 – YD<br/>Dumpster</b>                                                           | \$58.15 | \$116.29 | \$175.45 | \$233.29<br>5xweek \$291.75 |



ADVANCED DISPOSAL SERVICES

Name of Firm

PO BOX 5096 / 1799 CTY PP

Address of Firm

920 - 351 - 2352

Telephone Number

920 - 983 - 3348

Fax Number

MICHAEL.PETERSEN@ADVANCEDDISPOSAL.COM

Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: ADVANCED DISPOSAL SERVICES and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Michael Petersen

Signature of Bidder

9/20/2017

Date

MICHAEL PETERSEN

Print or Type Name of Bidder

ACCOUNT MANAGER

Title

# City of De Pere

## Public Works Department

## Memo

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**To:** Honorable Mayor Walsh  
Members of the Board of Public Works  
**From:** Scott J. Thoresen, Director of Public Works  
**Date:** October 4, 2017  
**Subject:** Consider Nicolet Square Dumpster Services

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The City recently requested proposals (See attached) for providing garbage and recycling dumpster collection services for Nicolet Square. In addition, the dumpster collection services would take place at one or more designated sites throughout the City's downtown over the next several years. The proposals for services are for a multi-year period.

The City received the following proposals (See attached summary) for the dumpster services:

- Advance Disposal
- Van's Waste
- Waste Management

Staff recommends awarding the dumpster services to Advance Disposal.

**2017 Garbage & Recycling Dumpster Collection Services  
Bid Summaries**

|                                      | Advanced Disposal |           |           |           | Van's Waste |           |           |           | Waste Management |           |           |           |
|--------------------------------------|-------------------|-----------|-----------|-----------|-------------|-----------|-----------|-----------|------------------|-----------|-----------|-----------|
|                                      | 1/Week            | 2/Week    | 3/Week    | 4/Week    | 1/Week      | 2/Week    | 3/Week    | 4/Week    | 1/Week           | 2/Week    | 3/Week    | 4/Week    |
| <b>2018 Nicolet Square - Refuse</b>  |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 47.00          | \$ 92.00  | \$ 136.00 | \$ 180.00 | \$ 59.00    | \$ 110.00 | \$ 160.00 | \$ 200.00 | \$ 48.33         | \$ 94.36  | \$ 140.40 | \$ 186.44 |
| 4 - Yd Dumpster                      | \$ 61.00          | \$ 118.00 | \$ 175.00 | \$ 232.00 | \$ 79.00    | \$ 148.00 | \$ 218.00 | \$ 280.00 | \$ 64.97         | \$ 127.02 | \$ 189.08 | \$ 251.13 |
| 6 - Yd Dumpster                      | \$ 74.00          | \$ 144.00 | \$ 214.00 | \$ 284.00 | \$ 95.00    | \$ 175.00 | \$ 252.00 | \$ 330.00 | \$ 82.07         | \$ 160.14 | \$ 238.21 | \$ 316.28 |
| 8 - Yd Dumpster                      | \$ 88.00          | \$ 171.00 | \$ 253.00 | \$ 336.00 | \$ 115.00   | \$ 220.00 | \$ 322.00 | \$ 420.00 | \$ 98.68         | \$ 192.76 | \$ 286.85 | \$ 380.94 |
| <b>2018 Nicolet Square - Recycle</b> |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 42.00          | \$ 83.00  | \$ 125.00 | \$ 167.00 | \$ 42.00    | \$ 78.00  | \$ 115.00 | \$ 150.00 | \$ 41.44         | \$ 80.34  | \$ 119.23 | \$ 158.13 |
| 4 - Yd Dumpster                      | \$ 47.00          | \$ 94.00  | \$ 141.00 | \$ 187.00 | \$ 52.00    | \$ 102.00 | \$ 149.00 | \$ 194.00 | \$ 50.69         | \$ 98.46  | \$ 146.23 | \$ 194.01 |
| 6 - Yd Dumpster                      | \$ 52.00          | \$ 104.00 | \$ 156.00 | \$ 208.00 | \$ 62.00    | \$ 120.00 | \$ 176.00 | \$ 230.00 | \$ 60.60         | \$ 117.25 | \$ 173.90 | \$ 230.55 |
| 8 - Yd Dumpster                      | \$ 57.00          | \$ 114.00 | \$ 172.00 | \$ 229.00 | \$ 70.00    | \$ 138.00 | \$ 207.00 | \$ 274.00 | \$ 70.12         | \$ 135.64 | \$ 201.16 | \$ 266.69 |
| <b>2019 Nicolet Square - Refuse</b>  |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 47.47          | \$ 92.92  | \$ 137.36 | \$ 181.80 | \$ 61.00    | \$ 113.00 | \$ 165.00 | \$ 206.00 | \$ 50.75         | \$ 99.08  | \$ 147.42 | \$ 195.76 |
| 4 - Yd Dumpster                      | \$ 61.61          | \$ 119.18 | \$ 176.75 | \$ 234.32 | \$ 81.00    | \$ 152.00 | \$ 225.00 | \$ 288.00 | \$ 68.22         | \$ 133.37 | \$ 198.53 | \$ 263.69 |
| 6 - Yd Dumpster                      | \$ 74.74          | \$ 145.44 | \$ 216.21 | \$ 286.84 | \$ 98.00    | \$ 180.00 | \$ 260.00 | \$ 340.00 | \$ 86.17         | \$ 168.15 | \$ 250.12 | \$ 332.09 |
| 8 - Yd Dumpster                      | \$ 88.88          | \$ 172.71 | \$ 255.53 | \$ 339.36 | \$ 119.00   | \$ 227.00 | \$ 332.00 | \$ 433.00 | \$ 103.61        | \$ 202.40 | \$ 301.19 | \$ 399.99 |
| <b>2019 Nicolet Square - Recycle</b> |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 42.42          | \$ 83.83  | \$ 126.25 | \$ 168.67 | \$ 43.00    | \$ 80.00  | \$ 118.00 | \$ 155.00 | \$ 43.51         | \$ 84.36  | \$ 125.19 | \$ 166.04 |
| 4 - Yd Dumpster                      | \$ 47.47          | \$ 94.94  | \$ 142.41 | \$ 188.87 | \$ 54.00    | \$ 105.00 | \$ 154.00 | \$ 200.00 | \$ 53.22         | \$ 103.38 | \$ 153.54 | \$ 203.71 |
| 6 - Yd Dumpster                      | \$ 52.52          | \$ 105.04 | \$ 157.56 | \$ 210.08 | \$ 64.00    | \$ 124.00 | \$ 181.00 | \$ 237.00 | \$ 63.63         | \$ 123.11 | \$ 182.60 | \$ 242.08 |
| 8 - Yd Dumpster                      | \$ 57.57          | \$ 115.14 | \$ 173.72 | \$ 231.29 | \$ 72.00    | \$ 142.00 | \$ 213.00 | \$ 282.00 | \$ 73.63         | \$ 142.42 | \$ 211.22 | \$ 280.02 |
| <b>2019 Future Areas - Refuse</b>    |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 47.47          | \$ 92.92  | \$ 137.36 | \$ 181.80 | \$ 61.00    | \$ 113.00 | \$ 165.00 | \$ 206.00 | \$ 50.75         | \$ 99.08  | \$ 147.42 | \$ 195.76 |
| 4 - Yd Dumpster                      | \$ 61.61          | \$ 119.18 | \$ 176.75 | \$ 234.32 | \$ 81.00    | \$ 152.00 | \$ 225.00 | \$ 288.00 | \$ 68.22         | \$ 133.37 | \$ 198.53 | \$ 263.69 |
| 6 - Yd Dumpster                      | \$ 74.74          | \$ 145.44 | \$ 216.21 | \$ 286.84 | \$ 98.00    | \$ 180.00 | \$ 260.00 | \$ 340.00 | \$ 86.17         | \$ 168.15 | \$ 250.12 | \$ 332.09 |
| 8 - Yd Dumpster                      | \$ 88.88          | \$ 172.71 | \$ 255.53 | \$ 339.36 | \$ 119.00   | \$ 227.00 | \$ 332.00 | \$ 433.00 | \$ 103.61        | \$ 202.40 | \$ 301.19 | \$ 399.99 |
| <b>2019 Future Areas - Recycle</b>   |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 42.42          | \$ 83.83  | \$ 126.25 | \$ 168.67 | \$ 43.00    | \$ 80.00  | \$ 118.00 | \$ 155.00 | \$ 43.51         | \$ 84.36  | \$ 125.19 | \$ 166.04 |
| 4 - Yd Dumpster                      | \$ 47.47          | \$ 94.94  | \$ 142.41 | \$ 188.87 | \$ 54.00    | \$ 105.00 | \$ 154.00 | \$ 200.00 | \$ 53.22         | \$ 103.38 | \$ 153.54 | \$ 203.71 |
| 6 - Yd Dumpster                      | \$ 52.52          | \$ 105.04 | \$ 157.56 | \$ 210.08 | \$ 64.00    | \$ 124.00 | \$ 181.00 | \$ 237.00 | \$ 63.63         | \$ 123.11 | \$ 182.60 | \$ 242.08 |
| 8 - Yd Dumpster                      | \$ 57.57          | \$ 115.14 | \$ 173.72 | \$ 231.29 | \$ 72.00    | \$ 142.00 | \$ 213.00 | \$ 282.00 | \$ 73.63         | \$ 142.42 | \$ 211.22 | \$ 280.02 |
| <b>2020 Nicolet Square - Refuse</b>  |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 47.94          | \$ 93.85  | \$ 138.73 | \$ 183.62 | \$ 63.00    | \$ 116.00 | \$ 170.00 | \$ 212.00 | \$ 53.28         | \$ 104.03 | \$ 154.79 | \$ 205.55 |
| 4 - Yd Dumpster                      | \$ 62.23          | \$ 120.37 | \$ 178.52 | \$ 236.66 | \$ 83.00    | \$ 157.00 | \$ 232.00 | \$ 297.00 | \$ 71.63         | \$ 140.04 | \$ 208.46 | \$ 276.87 |
| 6 - Yd Dumpster                      | \$ 75.49          | \$ 146.89 | \$ 218.37 | \$ 289.71 | \$ 101.00   | \$ 185.00 | \$ 268.00 | \$ 350.00 | \$ 90.48         | \$ 176.55 | \$ 262.63 | \$ 348.70 |
| 8 - Yd Dumpster                      | \$ 89.77          | \$ 174.44 | \$ 258.09 | \$ 342.75 | \$ 123.00   | \$ 233.00 | \$ 342.00 | \$ 446.00 | \$ 108.79        | \$ 212.52 | \$ 316.25 | \$ 419.99 |
| <b>2020 Nicolet Square - Recycle</b> |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 42.84          | \$ 84.67  | \$ 127.51 | \$ 170.36 | \$ 44.00    | \$ 82.00  | \$ 122.00 | \$ 160.00 | \$ 45.69         | \$ 88.57  | \$ 131.45 | \$ 174.34 |
| 4 - Yd Dumpster                      | \$ 47.94          | \$ 95.89  | \$ 143.83 | \$ 190.76 | \$ 56.00    | \$ 108.00 | \$ 159.00 | \$ 206.00 | \$ 55.89         | \$ 108.55 | \$ 161.22 | \$ 213.90 |
| 6 - Yd Dumpster                      | \$ 53.05          | \$ 106.09 | \$ 159.14 | \$ 212.18 | \$ 66.00    | \$ 128.00 | \$ 186.00 | \$ 244.00 | \$ 66.81         | \$ 129.27 | \$ 191.72 | \$ 254.18 |
| 8 - Yd Dumpster                      | \$ 58.15          | \$ 116.29 | \$ 175.45 | \$ 233.29 | \$ 74.00    | \$ 148.00 | \$ 219.00 | \$ 290.00 | \$ 77.31         | \$ 149.54 | \$ 221.78 | \$ 294.03 |
| <b>2020 Future Areas - Refuse</b>    |                   |           |           |           |             |           |           |           |                  |           |           |           |
| 2 - Yd Dumpster                      | \$ 47.94          | \$ 93.85  | \$ 138.73 | \$ 183.62 | \$ 63.00    | \$ 116.00 | \$ 170.00 | \$ 212.00 | \$ 53.28         | \$ 104.03 | \$ 154.79 | \$ 205.55 |
| 4 - Yd Dumpster                      | \$ 62.23          | \$ 120.37 | \$ 178.52 | \$ 236.66 | \$ 83.00    | \$ 157.00 | \$ 232.00 | \$ 297.00 | \$ 71.63         | \$ 140.04 | \$ 208.46 | \$ 276.87 |

|                                    |          |           |           |           |           |           |           |           |           |           |           |           |
|------------------------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 6 - Yd Dumpster                    | \$ 75.49 | \$ 146.89 | \$ 218.37 | \$ 289.71 | \$ 101.00 | \$ 185.00 | \$ 268.00 | \$ 350.00 | \$ 90.48  | \$ 176.55 | \$ 262.63 | \$ 348.70 |
| 8 - Yd Dumpster                    | \$ 89.77 | \$ 174.44 | \$ 258.09 | \$ 342.75 | \$ 123.00 | \$ 233.00 | \$ 342.00 | \$ 446.00 | \$ 108.79 | \$ 212.52 | \$ 316.25 | \$ 419.99 |
| <b>2020 Future Areas - Recycle</b> |          |           |           |           |           |           |           |           |           |           |           |           |
| 2 - Yd Dumpspter                   | \$ 42.84 | \$ 84.67  | \$ 127.51 | \$ 170.36 | \$ 44.00  | \$ 82.00  | \$ 122.00 | \$ 160.00 | \$ 45.69  | \$ 88.57  | \$ 131.45 | \$ 174.34 |
| 4 - Yd Dumpster                    | \$ 47.94 | \$ 95.89  | \$ 143.83 | \$ 190.76 | \$ 56.00  | \$ 108.00 | \$ 159.00 | \$ 206.00 | \$ 55.89  | \$ 108.55 | \$ 161.22 | \$ 213.90 |
| 6 - Yd Dumpster                    | \$ 53.05 | \$ 106.09 | \$ 159.14 | \$ 212.18 | \$ 66.00  | \$ 128.00 | \$ 186.00 | \$ 244.00 | \$ 66.81  | \$ 129.27 | \$ 191.72 | \$ 254.18 |
| 8 - Yd Dumpster                    | \$ 58.15 | \$ 116.29 | \$ 175.45 | \$ 233.29 | \$ 74.00  | \$ 148.00 | \$ 219.00 | \$ 290.00 | \$ 77.31  | \$ 149.54 | \$ 221.78 | \$ 294.03 |



"Continuing Excellence"  
Locally Owned & Operated

**VAN'S**  
**Waste Inc.**

- Roll Offs
- Front Loaders
- Compactor Sales & Services
- Recycling Programs
- DNR LC # 14530

*Commercial • Industrial • Construction*

September 22, 2017

City of De Pere  
Attn: Scott J. Thoresen P.E.,  
925 South Sixth St  
De Pere, WI 54115

Dear Scott,

I want to thank you for giving me the opportunity to quote on the waste hauling services for the city of De Pere. We have had numerous conversations and meetings about what volumes and services might be needed and I am quite confident that my original estimates for levels of service will be accurate. We will be able to monitor closely the services needed and communicate any adjustments if required to keep the service at an economical rate without overflow issues.

Van's Waste, Inc. is a locally owned and operated company. We have late model trucks and containers which are well maintained to assure timely service schedules are met. We utilize software which is specifically designed for waste hauling industry and customized to meet the specific needs of our customers and company needs. We also utilize the use of two way radios and GPS technology to aid in our dispatch and collection processes. We also have the abilities to verify history of truck locations along with times of services at specific locations. All route drivers check in daily at the end of each day with our commercial services administrator. The drivers and administrator communicate completion of routes along with any pick-up issues, so corrections or adjustments can be made quickly if needed.

One of many things that set us apart from our national competitors is the fact that all calls come into our one (1) local area office located here in the Fox Cities. The national haulers utilize out of state/area call centers which use many numerous call operators and then have to transfer information back to local customer service. Communications tend to break down through multiple levels of people. Our customer service group along with our sales and management group work together are constantly interacting and communication customer needs here in our local office. The Van's Waste, Inc. owners, management, sales and driving staff all have many years of experience in the waste hauling industry.

Our main office number 920-687-2631 can be called after hours with a message prompt for emergencies if needed. Someone is always available 24/7 365 days a year.

Please feel free to contact me with any questions or concerns you may have.  
Visit our website: [www.vanswasteinc.com](http://www.vanswasteinc.com) to learn more about our company.

Sincerely,

Jeff Vander Heiden  
President  
Van's Waste, Inc.



## Van's Waste, Inc. Supplemental Information

### Trade References:

Appleton Downtown Inc.  
PO Box 2272  
Appleton, WI 54912-2272  
Jennifer Stephany – Executive Director  
920-954-9112

[jennifer@appletondowntown.org](mailto:jennifer@appletondowntown.org)

Van's Waste Inc. has collection points for trash/recycling in strategic downtown areas.

Future Neenah  
135 W Wisconsin Ave  
Neenah, WI 54956  
Sara Hanneman – Executive Director  
920-722-1920

[sarah@neenah.org](mailto:sarah@neenah.org)

Van's Waste has collection points for trash/recycling in strategic downtown areas.

Winnebago County Solid Waste  
105 W County Rd Y  
Oshkosh, WI 54901  
Kathy Hutter – Waste Recycling Program Manager  
920-232-1850

[khutter@co.winnebago.wi.us](mailto:khutter@co.winnebago.wi.us)

Van's Waste, Inc. does collection of trash and recycling for government offices and various Winnebago County customers which are customers of Winnebago County solid waste program.

### Exceptions to Bid:

#### **Performance Bond**

Van's Waste Inc. has bid the service without providing a performance bond. The contract would be substantially less than \$50,000.00 and we don't have a contract amount at this time. We are highly qualified and this particular job is very typical of the services performed on a day to day basis. If performance bond is required, we would need to add the cost of the performance bond at an approximate cost of 2%

#### **Illegal Dumping of Landfill Banned Materials**

Van's Waste Inc. cannot be held responsible for items that illegal or banned items in the city owned dumpster corrals. We can dispose of these items if applicable but, fees would apply based on the materials and quantities with pre approval from the City of De Pere.

#### **Fuel Surcharges:**

Van's Waste, Inc. would charge a 1% fuel surcharge for every \$0.10 cents above the price of \$3.00 per gallon for on road diesel fuel. The surcharges would be determined by using the US EIA (Energy Information Administration) website to determine the monthly average cost of diesel fuel.

#### **County Landfill/Recycling Disposal Increases:**

County Landfill/Recycling Fees are set by Brown County and beyond the control of Van's Waste, Inc. Van's Waste, Inc. would honor pricing for 2018 at the rates quoted. If any if any landfill/recycling increases do occur for years after 2018, Van's Waste, Inc. would reserves the right to increase only in the amount of any such increases based on using and average rate of 95lbs per cubic yard for trash and 50lbs per cubic yard for recycling.





**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
TRANSPORTATION SERVICE LICENSE**

**Facility Information**

FID: 345000040

**VANS WASTE INC**

N2061 Vandenbroek Rd  
Kaukauna WI 54130-9351  
Outagamie County (45)  
DNR Region: NE

**License Number: 14530  
TRANSPORTATION SERVICE LICENSE**

**Truck Count: 22**

**Effective Date: October 01, 2017  
Expiration Date: September 30, 2018**

**Licensee Name:  
VANS WASTE INC**

**Facility Contact**

**Jeff Vander Heiden**

Primary Contact

N2061 Vandenbroek Rd  
Kaukauna WI 54130-9351

Email: jeffvan@vanswaste.com

**COPY**

This license authorizes the licensee to operate the transportation service described above during the term specified, and is subject to and conditioned upon compliance with the provisions of chapter 287, and 289, Wis. Stats., and chapters NR 500-590, Wis. Adm. Code. Any exemptions from the requirements of chapters NR 500-590, Wis. Adm. Code, issued for this service are listed above.

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices provide garbage and recycling dumpster collection services:

## **2018 Garbage & Recycle Dumpster Collection Service Proposal**

| <b>YEAR 2018<br/>NICOLET SQUARE<br/>DUMP FREQUENCY - REFUSE</b> |                    |                    |                    |                    |
|-----------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|
|                                                                 | 1/Week             | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster                                              | 59. <sup>00</sup>  | 110. <sup>00</sup> | 160. <sup>00</sup> | 200. <sup>00</sup> |
| 4 – YD<br>Dumpster                                              | 79. <sup>00</sup>  | 148. <sup>00</sup> | 218. <sup>00</sup> | 280. <sup>00</sup> |
| 6 – YD<br>Dumpster                                              | 95. <sup>00</sup>  | 175. <sup>00</sup> | 252. <sup>00</sup> | 330. <sup>00</sup> |
| 8 – YD<br>Dumpster                                              | 115. <sup>00</sup> | 220. <sup>00</sup> | 322. <sup>00</sup> | 420. <sup>00</sup> |

| <b>YEAR 2018<br/>NICOLET SQUARE<br/>DUMP FREQUENCY - RECYCLE</b> |                   |                    |                    |                    |
|------------------------------------------------------------------|-------------------|--------------------|--------------------|--------------------|
|                                                                  | 1/Week            | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster                                               | 42. <sup>00</sup> | 78. <sup>00</sup>  | 115. <sup>00</sup> | 150. <sup>00</sup> |
| 4 – YD<br>Dumpster                                               | 52. <sup>00</sup> | 102. <sup>00</sup> | 149. <sup>00</sup> | 194. <sup>00</sup> |
| 6 – YD<br>Dumpster                                               | 62. <sup>00</sup> | 120. <sup>00</sup> | 176. <sup>00</sup> | 230. <sup>00</sup> |
| 8 – YD<br>Dumpster                                               | 70. <sup>00</sup> | 138. <sup>00</sup> | 207. <sup>00</sup> | 274. <sup>00</sup> |

## 2019 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2019<br>NICOLET SQUARE |                    |                    |                    |                    |
|-----------------------------|--------------------|--------------------|--------------------|--------------------|
| DUMP FREQUENCY - REFUSE     |                    |                    |                    |                    |
|                             | 1/Week             | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster          | 61. <sup>00</sup>  | 113. <sup>00</sup> | 165. <sup>00</sup> | 206. <sup>00</sup> |
| 4 – YD<br>Dumpster          | 81. <sup>00</sup>  | 152. <sup>00</sup> | 225. <sup>00</sup> | 288. <sup>00</sup> |
| 6 – YD<br>Dumpster          | 98. <sup>00</sup>  | 180. <sup>00</sup> | 260. <sup>00</sup> | 340. <sup>00</sup> |
| 8 – YD<br>Dumpster          | 119. <sup>00</sup> | 227. <sup>00</sup> | 332. <sup>00</sup> | 433. <sup>00</sup> |

| YEAR 2019<br>NICOLET SQUARE |                   |                    |                    |                    |
|-----------------------------|-------------------|--------------------|--------------------|--------------------|
| DUMP FREQUENCY - RECYCLE    |                   |                    |                    |                    |
|                             | 1/Week            | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster          | 43. <sup>00</sup> | 80. <sup>00</sup>  | 118. <sup>00</sup> | 155. <sup>00</sup> |
| 4 – YD<br>Dumpster          | 54. <sup>00</sup> | 105. <sup>00</sup> | 154. <sup>00</sup> | 200. <sup>00</sup> |
| 6 – YD<br>Dumpster          | 64. <sup>00</sup> | 124. <sup>00</sup> | 181. <sup>00</sup> | 237. <sup>00</sup> |
| 8 – YD<br>Dumpster          | 72. <sup>00</sup> | 142. <sup>00</sup> | 213. <sup>00</sup> | 282. <sup>00</sup> |



## 2019 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2019<br>FUTURE DOWNTOWN DUMPSTER LOCATIONS<br>DUMP FREQUENCY - REFUSE |                    |                    |                    |                    |
|----------------------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|
|                                                                            | 1/Week             | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster                                                         | 61. <sup>00</sup>  | 113. <sup>00</sup> | 165. <sup>00</sup> | 206. <sup>00</sup> |
| 4 – YD<br>Dumpster                                                         | 81. <sup>00</sup>  | 152. <sup>00</sup> | 225. <sup>00</sup> | 288. <sup>00</sup> |
| 6 – YD<br>Dumpster                                                         | 98. <sup>00</sup>  | 180. <sup>00</sup> | 260. <sup>00</sup> | 340. <sup>00</sup> |
| 8 – YD<br>Dumpster                                                         | 119. <sup>00</sup> | 227. <sup>00</sup> | 332. <sup>00</sup> | 433. <sup>00</sup> |

| YEAR 2019<br>FUTURE DOWNTOWN DUMPSTER LOCATIONS<br>DUMP FREQUENCY - RECYCLE |                   |                    |                    |                    |
|-----------------------------------------------------------------------------|-------------------|--------------------|--------------------|--------------------|
|                                                                             | 1/Week            | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster                                                          | 43. <sup>00</sup> | 80. <sup>00</sup>  | 118. <sup>00</sup> | 155. <sup>00</sup> |
| 4 – YD<br>Dumpster                                                          | 54. <sup>00</sup> | 105. <sup>00</sup> | 154. <sup>00</sup> | 200. <sup>00</sup> |
| 6 – YD<br>Dumpster                                                          | 64. <sup>00</sup> | 124. <sup>00</sup> | 181. <sup>00</sup> | 237. <sup>00</sup> |
| 8 – YD<br>Dumpster                                                          | 72. <sup>00</sup> | 142. <sup>00</sup> | 213. <sup>00</sup> | 282. <sup>00</sup> |

## 2020 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2020<br>NICOLET SQUARE<br>DUMP FREQUENCY - REFUSE |        |        |        |        |
|--------------------------------------------------------|--------|--------|--------|--------|
|                                                        | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                                     | 63.00  | 116.00 | 170.00 | 212.00 |
| 4 – YD<br>Dumpster                                     | 83.00  | 157.00 | 232.00 | 297.00 |
| 6 – YD<br>Dumpster                                     | 101.00 | 185.00 | 268.00 | 350.00 |
| 8 – YD<br>Dumpster                                     | 123.00 | 233.00 | 342.00 | 446.00 |

| YEAR 2020<br>NICOLET SQUARE<br>DUMP FREQUENCY - RECYCLE |        |        |        |        |
|---------------------------------------------------------|--------|--------|--------|--------|
|                                                         | 1/Week | 2/Week | 3/Week | 4/Week |
| 2 – YD<br>Dumpster                                      | 44.00  | 82.00  | 122.00 | 160.00 |
| 4 – YD<br>Dumpster                                      | 56.00  | 108.00 | 159.00 | 206.00 |
| 6 – YD<br>Dumpster                                      | 66.00  | 128.00 | 186.00 | 244.00 |
| 8 – YD<br>Dumpster                                      | 74.00  | 148.00 | 219.00 | 290.00 |

## 2020 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2020                          |                    |                    |                    |                    |
|------------------------------------|--------------------|--------------------|--------------------|--------------------|
| FUTURE DOWNTOWN DUMPSTER LOCATIONS |                    |                    |                    |                    |
| DUMP FREQUENCY - REFUSE            |                    |                    |                    |                    |
|                                    | 1/Week             | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster                 | 63. <sup>00</sup>  | 116. <sup>00</sup> | 170. <sup>00</sup> | 212. <sup>00</sup> |
| 4 – YD<br>Dumpster                 | 83. <sup>00</sup>  | 157. <sup>00</sup> | 232. <sup>00</sup> | 297. <sup>00</sup> |
| 6 – YD<br>Dumpster                 | 101. <sup>00</sup> | 185. <sup>00</sup> | 268. <sup>00</sup> | 350. <sup>00</sup> |
| 8 – YD<br>Dumpster                 | 123. <sup>00</sup> | 233. <sup>00</sup> | 342. <sup>00</sup> | 446. <sup>00</sup> |

| YEAR 2020                          |                   |                    |                    |                    |
|------------------------------------|-------------------|--------------------|--------------------|--------------------|
| FUTURE DOWNTOWN DUMPSTER LOCATIONS |                   |                    |                    |                    |
| DUMP FREQUENCY - RECYCLE           |                   |                    |                    |                    |
|                                    | 1/Week            | 2/Week             | 3/Week             | 4/Week             |
| 2 – YD<br>Dumpster                 | 44. <sup>00</sup> | 82. <sup>00</sup>  | 122. <sup>00</sup> | 160. <sup>00</sup> |
| 4 – YD<br>Dumpster                 | 56. <sup>00</sup> | 108. <sup>00</sup> | 159. <sup>00</sup> | 206. <sup>00</sup> |
| 6 – YD<br>Dumpster                 | 66. <sup>00</sup> | 128. <sup>00</sup> | 186. <sup>00</sup> | 244. <sup>00</sup> |
| 8 – YD<br>Dumpster                 | 74. <sup>00</sup> | 148. <sup>00</sup> | 219. <sup>00</sup> | 290. <sup>00</sup> |



Van's Waste, Inc.  
Name of Firm

N2061 Vandenbroek Rd, Kaukauna, WI 54130  
Address of Firm

(920)687-2631  
Telephone Number

(920)687-2632  
Fax Number

jeff.van@vanswaste.com  
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Van's Waste, Inc. and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Jeff VanderHeiden  
Signature of Bidder

9-19-17  
Date

Jeff VanderHeiden  
Print or Type Name of Bidder

President  
Title

9/21/2017

Waste Management of Wisconsin

## 2018 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2018<br>NICOLET SQUARE<br>DUMP FREQUENCY - REFUSE |         |          |          |          |
|--------------------------------------------------------|---------|----------|----------|----------|
|                                                        | 1/Week  | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                                     | \$48.33 | \$94.36  | \$140.40 | \$186.44 |
| 4 – YD<br>Dumpster                                     | \$64.97 | \$127.02 | \$189.08 | \$251.13 |
| 6 – YD<br>Dumpster                                     | \$82.07 | \$160.14 | \$238.21 | \$316.28 |
| 8 – YD<br>Dumpster                                     | \$98.68 | \$192.76 | \$286.85 | \$380.94 |

| YEAR 2018<br>NICOLET SQUARE<br>DUMP FREQUENCY - RECYCLE |         |          |          |          |
|---------------------------------------------------------|---------|----------|----------|----------|
|                                                         | 1/Week  | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                                      | \$41.44 | \$80.34  | \$119.23 | \$158.13 |
| 4 – YD<br>Dumpster                                      | \$50.69 | \$98.46  | \$146.23 | \$194.01 |
| 6 – YD<br>Dumpster                                      | \$60.60 | \$117.25 | \$173.90 | \$230.55 |
| 8 – YD<br>Dumpster                                      | \$70.12 | \$135.64 | \$201.16 | \$266.69 |

## 2019 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2019<br>NICOLET SQUARE<br>DUMP FREQUENCY - REFUSE |          |          |          |          |
|--------------------------------------------------------|----------|----------|----------|----------|
|                                                        | 1/Week   | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                                     | \$50.75  | \$99.08  | \$147.42 | \$195.76 |
| 4 – YD<br>Dumpster                                     | \$68.22  | \$133.37 | \$198.53 | \$263.69 |
| 6 – YD<br>Dumpster                                     | \$86.17  | \$168.15 | \$250.12 | \$332.09 |
| 8 – YD<br>Dumpster                                     | \$103.61 | \$202.40 | \$301.19 | \$399.99 |

| YEAR 2019<br>NICOLET SQUARE<br>DUMP FREQUENCY - RECYCLE |         |          |          |          |
|---------------------------------------------------------|---------|----------|----------|----------|
|                                                         | 1/Week  | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                                      | \$43.51 | \$84.36  | \$125.19 | \$166.04 |
| 4 – YD<br>Dumpster                                      | \$53.22 | \$103.38 | \$153.54 | \$203.71 |
| 6 – YD<br>Dumpster                                      | \$63.63 | \$123.11 | \$182.60 | \$242.08 |
| 8 – YD<br>Dumpster                                      | \$73.63 | \$142.42 | \$211.22 | \$280.02 |

## 2019 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2019                          |          |          |          |          |
|------------------------------------|----------|----------|----------|----------|
| FUTURE DOWNTOWN DUMPSTER LOCATIONS |          |          |          |          |
| DUMP FREQUENCY - REFUSE            |          |          |          |          |
|                                    | 1/Week   | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                 | \$50.75  | \$99.08  | \$147.42 | \$195.76 |
| 4 – YD<br>Dumpster                 | \$68.22  | \$133.37 | \$198.53 | \$263.69 |
| 6 – YD<br>Dumpster                 | \$86.17  | \$168.15 | \$250.12 | \$332.09 |
| 8 – YD<br>Dumpster                 | \$103.61 | \$202.40 | \$301.19 | \$399.99 |

| YEAR 2019                          |         |          |          |          |
|------------------------------------|---------|----------|----------|----------|
| FUTURE DOWNTOWN DUMPSTER LOCATIONS |         |          |          |          |
| DUMP FREQUENCY - RECYCLE           |         |          |          |          |
|                                    | 1/Week  | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                 | \$43.51 | \$84.36  | \$125.19 | \$166.04 |
| 4 – YD<br>Dumpster                 | \$53.22 | \$103.38 | \$153.54 | \$203.71 |
| 6 – YD<br>Dumpster                 | \$63.63 | \$123.11 | \$182.60 | \$242.08 |
| 8 – YD<br>Dumpster                 | \$73.63 | \$142.42 | \$211.22 | \$280.02 |

## 2020 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2020<br>NICOLET SQUARE<br>DUMP FREQUENCY - REFUSE |          |          |          |          |
|--------------------------------------------------------|----------|----------|----------|----------|
|                                                        | 1/Week   | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                                     | \$53.28  | \$104.03 | \$154.79 | \$205.55 |
| 4 – YD<br>Dumpster                                     | \$71.63  | \$140.04 | \$208.46 | \$276.87 |
| 6 – YD<br>Dumpster                                     | \$90.48  | \$176.55 | \$262.63 | \$348.70 |
| 8 – YD<br>Dumpster                                     | \$108.79 | \$212.52 | \$316.25 | \$419.99 |

| YEAR 2020<br>NICOLET SQUARE<br>DUMP FREQUENCY - RECYCLE |         |          |          |          |
|---------------------------------------------------------|---------|----------|----------|----------|
|                                                         | 1/Week  | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                                      | \$45.69 | \$88.57  | \$131.45 | \$174.34 |
| 4 – YD<br>Dumpster                                      | \$55.89 | \$108.55 | \$161.22 | \$213.90 |
| 6 – YD<br>Dumpster                                      | \$66.81 | \$129.27 | \$191.72 | \$254.18 |
| 8 – YD<br>Dumpster                                      | \$77.31 | \$149.54 | \$221.78 | \$294.03 |



## 2020 Garbage & Recycle Dumpster Collection Service Proposal

| YEAR 2020                          |          |          |          |          |
|------------------------------------|----------|----------|----------|----------|
| FUTURE DOWNTOWN DUMPSTER LOCATIONS |          |          |          |          |
| DUMP FREQUENCY -REFUSE             |          |          |          |          |
|                                    | 1/Week   | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                 | \$53.28  | \$104.03 | \$154.79 | \$205.55 |
| 4 – YD<br>Dumpster                 | \$71.63  | \$140.04 | \$208.46 | \$276.87 |
| 6 – YD<br>Dumpster                 | \$90.48  | \$176.55 | \$262.63 | \$348.70 |
| 8 – YD<br>Dumpster                 | \$108.79 | \$212.52 | \$316.25 | \$419.99 |

| YEAR 2020                          |         |          |          |          |
|------------------------------------|---------|----------|----------|----------|
| FUTURE DOWNTOWN DUMPSTER LOCATIONS |         |          |          |          |
| DUMP FREQUENCY - RECYCLE           |         |          |          |          |
|                                    | 1/Week  | 2/Week   | 3/Week   | 4/Week   |
| 2 – YD<br>Dumpster                 | \$45.69 | \$88.57  | \$131.45 | \$174.34 |
| 4 – YD<br>Dumpster                 | \$55.89 | \$108.55 | \$161.22 | \$213.90 |
| 6 – YD<br>Dumpster                 | \$66.81 | \$129.27 | \$191.72 | \$254.18 |
| 8 – YD<br>Dumpster                 | \$77.31 | \$149.54 | \$221.78 | \$294.03 |

\*\*Pricing above includes all applicable fuel, environmental and RCR charges, but your invoice will have them broken out, but this will not change your monthly total as noted above.

\*\* The disposal rates for the two (2) one (1) year options, shall increase each year on the anniversary of the date of this Agreement by the percentage change in the Water, Sewer, Trash Collection Consumer Price Index (WST CPI) 12-month rolling average, plus 4%.



Waste Management of Wisconsin

Name of Firm

1861 E Allouez Ave, Green Bay, WI 54311

Address of Firm

920-680-7101

Telephone Number

920-468-0321

Fax Number

spenovic@wm.com

Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: Waste Management of Wisconsin and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



Signature of Bidder

9-25-17

Date

Scott Penovich

Print or Type Name of Bidder

Territory Manager

Title



## References

1. Murphy Development  
2067-69 Bridge Port Ct  
De Pere, WI 54115  
Contact: Keith Brown  
Phone: (920) 337-6373
2. Riverside Shell  
1010 S Broadway  
De Pere, WI 54115  
Contact: Chuck Panure  
Phone: (920) 983-9786
3. Taco Bell  
1010 S Broadway  
De Pere, WI 54115  
Contact: Greg Tonn  
Phone: (920) 498-3164
4. De Pere Schools East HS  
1700 Chicago St  
De Pere, WI 54115  
Contact: Pat Meyer  
Phone: (920) 337-1020

## Exhibit A

### Indemnification

The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

## City of De Pere, Wisconsin

**Request For Common Council Action**


---

**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Public Works

**FROM:** Eric Rakers

**SUBJECT:** Resolution #17-81, Authorizing State/Municipal Agreement for a State - Let Highway Project (Ashland Avenue at Parkview Road).

---

**The Board of Public Works at the October 9, 2017 meeting approved the State Municipal Agreement (SMA) for the improvements to the Ashland Avenue and Parkview Road intersection and to forward the SMA to Council for approval.**

Attached is the State/Municipal Agreement (SMA) for the improvements to the Ashland Avenue and Parkview Road intersection. This intersection is being modified due to above average amount of right angle crashes over the last five plus year. The proposed improvement is to reconstruct the intersection to an offset "T" alignment and allow only right-in, right-out, and left in movements. The reconstruction and realignment of the intersection will improve safety and reduce right angle crashes. The proposed realignment is shown near the end of the attached SMA.

The Wisconsin Department of Transportation (WisDOT) has had several Public Information Meetings and met individually with property owners on the project. Based on the needs to improve safety, the attached layout is the general consensus as the preferred alternative.

The costs for the project and City allocation are provided in the attached SMA. There is a very limited expenditure of City funds. City funds on the project will only be required for City utility facilities such as manhole adjustments, installation of storm laterals, etc. A summary of the appendices with costs is as follows:

| Description             | Total Estimated Cost | Federal/State Funds | Municipal (City) Funds |
|-------------------------|----------------------|---------------------|------------------------|
| Preliminary Engineering | \$75,900             | \$75,900            | \$0                    |
| Real Estate Acquisition | \$182,000            | \$182,000           | \$0                    |
| Construction            | \$506,000            | \$500,000           | \$6,000                |
| <b>Total</b>            | <b>\$763,900</b>     | <b>\$757,900</b>    | <b>\$6,000</b>         |

Notes:

- (1) As part of the project, two street lights will be added to the project. The lights will be installed and maintained by Wisconsin Public Service (WPS). The estimated cost for the lights is \$6,000 in addition to the amount listed above.

**ATTACHMENTS:**

- Reso17-81 (DOCX)
- Exhibit A-SMA for State-Let Highway Project (PDF)

## RESOLUTION #17-81

AUTHORIZING STATE/MUNICIPAL AGREEMENT  
FOR A STATE – LET HIGHWAY PROJECT  
(Ashland Avenue at Parkview Road)

WHEREAS, Wis. Stats. § 86.25, permits the State of Wisconsin Department of Transportation to enter into cost share agreements with local units of government; and

WHEREAS, the State/Municipal Agreement for a State – Let Highway Project, attached and incorporated by reference as Exhibit A, provides Highway Safety Improvement funding to addresses right angle crashes at the intersection of Ashland Avenue and Parkview Road in the City of De Pere; and

WHEREAS, the Board of Public Works has reviewed Exhibit A and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

That the Mayor is hereby authorized and directed to enter into the attached State/Municipal Agreement for a State – Let Highway Project, incorporated by reference as Exhibit A.

BE IT FURTHER RESOLVED:

That all City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_





**ORIGINAL**  
**STATE/MUNICIPAL AGREEMENT**  
**FOR A STATE- LET HIGHWAY**  
**PROJECT**

Date: August 29, 2017

I.D.: 4190-16-01/73

Road Name: Ashland Ave. De Pere

Limits: Parkview Road Intersection

County: Brown

Roadway Length: 0.2 miles

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** The Ashland Ave and Parkview Rd intersection has experienced a number of right angle crashes over the past 5+ years. The intersection has been approved for Highway Safety Improvement Funding (HSIP) to improve the safety.

**Proposed Improvement - Nature of work:** Reconstruct the intersection to an offset T alignment and allow only right-in, right-out, and left-in movements. Parkview Rd connection to Ashland Ave will be realigned approximately 200' to the south. The reconstruction and realignment of the intersection will improve the safety and reduce right angle crashes.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** Private storm sewer laterals and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

| Phase                                        | Total Est. Cost   | Federal/State Funds | %    | Municipal Funds | %    |
|----------------------------------------------|-------------------|---------------------|------|-----------------|------|
| Preliminary Engineering:<br>Plan Development | \$ 75,900         | \$ 75,900           | 100% | \$ -            | 0%   |
| Real Estate Acquisition:<br>Acquisition      | \$ 182,000        | \$ 182,000          | 100% | \$ -            | 0%   |
| Compensable Utilities                        | \$ -              | \$ -                | 100% | \$ -            | 0%   |
| Construction:<br>Participating               | \$ 500,000        | \$ 500,000          | 100% | \$ -            | 0%   |
| New Sidewalk                                 | \$ -              | \$ -                | 100% | \$ -            | 0%   |
| New Lighting (Parkview)                      | \$ -              | \$ -                | 0%   | \$ -            | 100% |
| Landscaping                                  | \$ -              | \$ -                | 100% | \$ -            | 0%   |
| Non-Participating (See #10)                  | \$ 6,000          | \$ -                | 0%   | \$ 6,000        | 100% |
| <b>Total Cost Distribution</b>               | <b>\$ 763,900</b> | <b>\$ 757,900</b>   |      | <b>\$ 6,000</b> |      |

This request is subject to the terms and conditions that follow (pages [#3] – [#5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the **City of De Pere** (please sign in blue ink)

|      |       |      |
|------|-------|------|
| Name | Title | Date |
|------|-------|------|

Signed for and in behalf of the State (please sign in blue ink)

|      |       |      |
|------|-------|------|
| Name | Title | Date |
|------|-------|------|

#### TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.
  - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
  - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
  - (c) Roadway and bridge width in excess of standards.
  - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
  - (e) Parking lane costs.
  - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

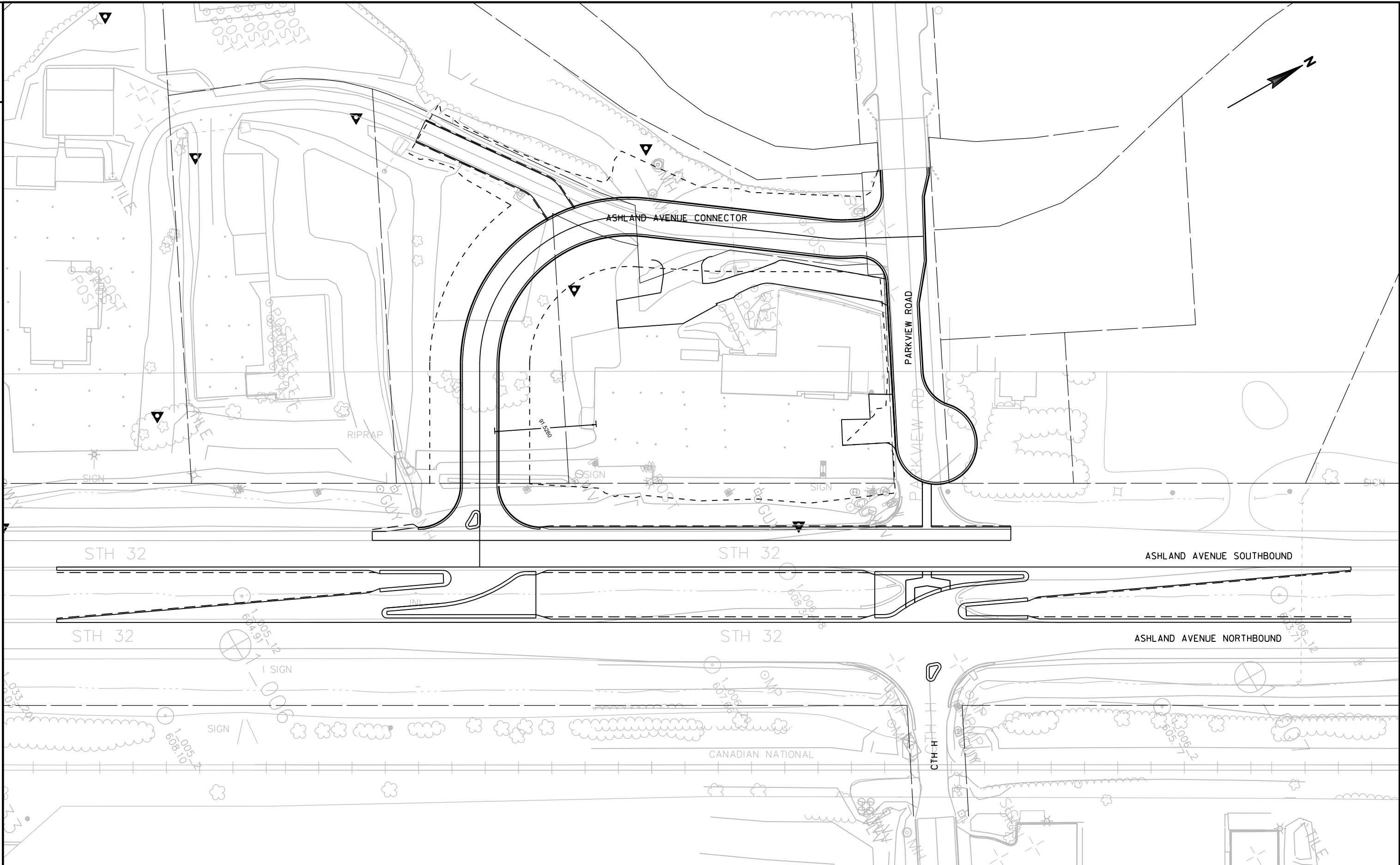
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
  - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
  - (b) Maintain all items outside or under the traveled way along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structures, storm water quality devices, etc., either outside or under the traveled way), sidewalks, sidewalks on bridges, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
  - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
  - (d) Prohibit angle parking.
  - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
  - (f) Insert one of the following parking statements:
    1. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
  - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
  - (i) Maintain all Community Sensitive Solutions and/or enhancement funded items.
  - (j) Coordinate with the State on changes to highway access within the project limits.
  - (k) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - (l) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. The city of De Pere has agreed, for the benefit of the subject project, to dedicate a portion of the parcel on the north side of Parkview Road along Ashwaubenon creek for the purpose of roadway right of way. See attached CSM and plat for location. The width of the dedicated area will be consistent with the adjacent parcel to the west and provide a right-of-way width of 35 feet from the centerline of Parkview Road. If the roadway is ever vacated, the dedicated area shall default back to the city at no cost to the city. There shall be no restrictions on this property that it must be for public use if vacation were ever to occur.

## 10. Basis for local participation:

- |                                                            |                            |
|------------------------------------------------------------|----------------------------|
| (a) Lighting:                                              | \$0                        |
| a. Lights on Ashland for new slotted left turn lanes:      | 100% WisDOT cost.          |
| b. Lights on Parkview Rd (coordinate w/ WPS):              | 100% municipal cost.       |
| (b) Storm sewer laterals:                                  | \$5,000 (PLACEHOLDER COST) |
| (c) Utility Adjustments (manhole, water valves if needed): | \$1,000 (PLACEHOLDER COST) |

[END]

2



2

Attachment: Exhibit A-SMA for State-Let Highway Project (6310 : Resolution #17-81, Authorizing State/Municipal Agreement for a State-Let

|                        |                    |               |                                             |       |   |
|------------------------|--------------------|---------------|---------------------------------------------|-------|---|
| PROJECT NO: 4190-16-01 | HWY: PARKVIEW ROAD | COUNTY: BROWN | ALTERNATIVE 5 (REV PREFERRED ALT 6/21/2017) | SHEET | E |
|------------------------|--------------------|---------------|---------------------------------------------|-------|---|



AREA NEEDED FROM CITY OF DE PERE  
CAN THIS AREA BE DEDICATED AS R/W?

TRANSPORTATION PROJECT PLAT NO: 4190-16-21-4.01

PART OF LOT 1, CERTIFIED SURVEY MAP (CSM) NUMBER (#) 7385; PART OF LOT 1, CSM #5955; PART OF LOT 1 CSM #7330; PART OF LOT "G", ASSESSOR'S SUBDIVISION OF 1925 OF LOT 98 ASSESSOR'S SUBDIVISION OF NICOLET (NOW WEST DE PERE); PART OF LOT "J", ASSESSOR'S SUBDIVISION OF 1925 OF LOT 99 ASSESSOR'S SUBDIVISION OF NICOLET (NOW WEST DE PERE); PART OF LOTS 3 & 4 OF FRANKS SUBDIVISION OF PRIVATE CLAIM 26 WEST; ALL WITHIN PRIVATE CLAIM 26, WEST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.  
RELOCATION ORDER S.T.H. 32 BROWN COUNTY

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.02 (3), 84.09, AND 84.30 WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:

1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

CONVENTIONAL ABBREVIATIONS AND SYMBOLS

|                            |        |                          |        |
|----------------------------|--------|--------------------------|--------|
| ACCESS POINT               | AP     | SECTION CORNER           | SC     |
| ACCESS RIGHTS              | AR     | MATERIAL (AS NOTED)      | M      |
| ACRES                      | AC     | SET R/W MONUMENT W/CAP   | W/CAP  |
| CHORD BEARING              | CH BNG | (1-X" OUTSIDE DIA. X24") |        |
| CHORD DISTANCE             | CH DIS | IRON PIPE 1.13 LBS./FT.  |        |
| DEED                       | (D)    | FOUND TYPE 2 MON.        |        |
| DOCUMENT                   | DOC    | FOUND 3/4" REBAR         |        |
| EAST BOUND                 | EB     | SET P.K. NAIL            |        |
| GAS VALVE                  | GV     | PROPOSED R/W             | PRWOOD |
| INLET                      | IL     | BOUNDARY POINT           |        |
| LENGTH OF CURVE            | L      | CORPORATE LIMITS         |        |
| MANHOLE                    | MON    | EXISTING R/W             |        |
| MONUMENT                   | MON    | SECTION LINE             |        |
| NORTH BOUND                | NB     | QUARTER LINE             |        |
| PAGE                       | PG     | SIXTEENTH LINE           |        |
| PERMANENT                  | PERM   | PROPOSED OR NEW R/W LINE |        |
| PERMANENT LIMITED EASEMENT | PLE    | PROPOSED EASEMENT LINE   |        |
| PRIVATE DRIVEWAY           | PD     | PARCEL NUMBER            |        |
| PROPERTY LINE              | PL     | UTILITY NUMBER           |        |
| RADIUS                     | RAD    | SIGN NUMBER              |        |
| REFERENCE LINE             | RL     | PROPERTY LINE            |        |
| REMAINING                  | REM    | LOT, TIE AND OTHER MINOR |        |
| RIGHT OF WAY               | R/W    | DASHED LINES             |        |
| SECTION                    | SEC    | ACCESS RESTRICTED        |        |
| SECTION LINE               | SL     | (By Previous Project)    |        |
| FOUND IRON PIPE            | IP     | ACCESS RESTRICTED        |        |
| STATION                    | STA    | (By Acquisition)         |        |
| TEMPORARY LIMITED EASEMENT | TLE    | NO ACCESS                |        |
| TIE POINT                  | TP     | (By Statutory Authority) |        |
| VOLUME                     | VOL    | LIMITED EASEMENT         |        |
| ADJOINING LANDS            |        | (Temporary)              |        |
| WITH SAME OWNER            |        | LIMITED EASEMENT         |        |
| PARALLEL TO LINE           |        |                          |        |
| BUILDING TO BE RAZED       |        |                          |        |
| FEE ACQUISITION            |        |                          |        |
| BEGIN POINT                | BP     |                          |        |
| END POINT                  | EP     |                          |        |

CONVENTIONAL UTILITY SYMBOLS

|                    |     |
|--------------------|-----|
| WATER              | W   |
| GAS                | G   |
| TELEPHONE          | T   |
| OVERHEAD           | OH  |
| TRANSMISSION LINES | TL  |
| ELECTRIC           | E   |
| CABLE TELEVISION   | TV  |
| FIBER OPTIC        | FO  |
| SANITARY SEWER     | SAN |
| STORM SEWER        | SS  |
| NON-COMPENSABLE    |     |
| COMPENSABLE        |     |
| POWER POLE         |     |
| TELEPHONE POLE     |     |
| TELEPHONE PEDESTAL |     |
| ELECTRIC TOWER     |     |

RESERVE FOR CLAUSES AND NOTE INFORMATION

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS AND ARE REFERENCED TO THE US PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

RIGHT OF WAY MONUMENTS ARE TYPE 2 AND WILL BE PLACED PRIOR TO OR AT THE TIME OF LAND TITLE TRANSFER.

AREAS SHOWN IN THE TOTAL ACRES COLUMN OF THE SCHEDULE OF LANDS & INTEREST TABLE MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

COORDINATES AS SHOWN ARE NOT INTENDED TO BE USED FOR RETRACEMENT PURPOSES AND MUST BE VERIFIED WITH THE COUNTY SURVEY DEPARTMENT.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE SYSTEM COORDINATES, BROWN COUNTY, NAD 83 (1993) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

EXISTING RIGHT OF WAY WAS ACQUIRED FROM PROJECT(S): F060-121

EXISTING ACCESS CONTROL WAS ACQUIRED UNDER PROJECT(S)/DOC#:

RIGHT OF WAY REFERENCE LINE MAY NOT BE THE SAME AS THE CONSTRUCTION REFERENCE LINE.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY, AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO DEPARTMENT OF TRANSPORTATION.

FEE SIMPLE TO ALL THOSE EXISTING LANDS OF THE GRANTOR CURRENTLY USED FOR HIGHWAY PURPOSES, DESIGNATED AS EXISTING RIGHT OF WAY, WHETHER ACQUIRED BY SEPARATE CONVEYANCE OR OTHERWISE, BOUND BY THE TRAVERSE OF THE COURSE TABLE OF NEW RIGHT OF WAY AS SHOWN ON THE SAID TRANSPORTATION PROJECT PLAT.

WISCONSIN DEPARTMENT OF TRANSPORTATION

I, GREGORY T. BELANGER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 84.095, OF THE WISCONSIN STATUTES AND UNDER THE DIRECTION OF THE DEPARTMENT OF TRANSPORTATION, I HAVE MAPPED THIS TRANSPORTATION PROJECT PLAT AND THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES OF THE SURVEYED LAND.

SIGNATURE: Gregory T. Belanger DATE: 5/16/2017

PRINT NAME: GREGORY T. BELANGER  
REGISTRATION NUMBER: S-3055

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION

SIGNATURE: Curt Van Erem DATE: 5/16/2017

PRINT NAME: CURT VAN EREM



SCHEDULE OF UTILITIES & INTERESTS REQUIRED

| UTILITY NUMBER | OWNER                                  | INTEREST REQUIRED |
|----------------|----------------------------------------|-------------------|
| 100            | ATC MANAGEMENT, INC.                   | RELEASE OF RIGHTS |
| 101            | AT & T WISCONSIN                       | RELEASE OF RIGHTS |
| 102            | CITY OF DE PERE                        | RELEASE OF RIGHTS |
| 103            | WISCONSIN PUBLIC SERVICE CORPORATION   | RELEASE OF RIGHTS |
| 104            | GREEN BAY METROPOLITAN SEWAGE DISTRICT | RELEASE OF RIGHTS |
| 105            | VILLAGE OF ASHWAUBENON                 | RELEASE OF RIGHTS |

SCHEDULE OF LANDS & INTERESTS REQUIRED

| PARCEL NUMBER | OWNER                         | INTEREST REQUIRED |
|---------------|-------------------------------|-------------------|
| 1             | MARY PAT ASCHENBRENNER        | FEE & TLE         |
| 2             | ASHLAND PROPERTIES, LLC.      | TLE               |
| 3             | CITY OF DE PERE               | FEE & TLE         |
| 4             | PD REAL ESTATE HOLDINGS, LLC. | FEE & TLE         |
| 5             | JACHNA, LLC.                  | FEE & TLE         |

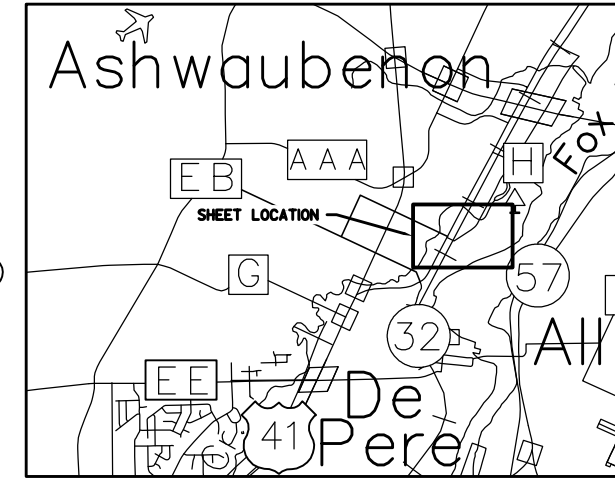
| POINT-POINT | BEARING       | DISTANCE |
|-------------|---------------|----------|
| 101 - 501   | N 63°50'30" W | 1205.98' |
| 502 - 71    | N 29°35'05" E | 265.09'  |
| 71 - 72     | N 60°24'55" W | 100.00'  |
| 72 - 73     | N 61°54'26" W | 61.09'   |
| 73 - 74     | N 55°26'11" W | 64.24'   |
| 74 - 75     | N 44°41'53" W | 44.17'   |
| 75 - 76     | N 36°38'49" W | 44.87'   |
| 76 - 77     | N 63°53'27" W | 34.00'   |
| 77 - 78     | N 00°02'24" W | 133.71'  |
| 78 - 79     | N 57°20'06" E | 77.08'   |
| 79 - 111    | N 25°39'16" E | 94.56'   |
| 111 - 60    | N 01°50'49" E | 68.18'   |
| 60 - 114    | N 34°54'43" E | 10.50'   |
| 114 - 115   | S 63°45'18" E | 82.17'   |
| 115 - 62    | S 27°14'05" W | 8.30'    |
| 62 - 63     | S 63°49'56" E | 127.37'  |
| 63 - 64     | N 81°45'06" E | 67.07'   |
| 64 - 112    | S 60°25'21" E | 48.13'   |
| 112 - 113   | S 29°35'05" W | 84.59'   |
| 113 - 65    | N 63°49'55" W | 188.75'  |
| 65 - 66     | S 58°29'25" W | 17.30'   |
| 66 - 67     | S 25°32'22" W | 196.48'  |
| 67 - 68     | S 13°11'58" E | 30.52'   |
| 68 - 69     | S 44°45'53" E | 71.42'   |
| 69 - 70     | S 56°27'36" E | 42.74'   |
| 70 - 110    | S 61°54'26" E | 62.92'   |
| 110 - 502   | S 60°24'55" E | 100.00'  |
| 502 - 501   | S 29°35'05" W | 70.02'   |

| POINT | STATION   | OFFSET   | COORDINATES              |
|-------|-----------|----------|--------------------------|
| 500   | 100+00.00 | 0.00'    | Y=546639.782 X=83980.574 |
| 501   | 110+29.95 | 0.00'    | Y=547535.459 X=84489.071 |
| 72    | 112+94.45 | -161.07' | Y=547844.999 X=84479.582 |
| 71    | 112+96.05 | -100.00' | Y=547816.229 X=84533.480 |
| 502   | 112+96.05 | 0.00'    | Y=547766.858 X=84620.442 |
| 73    | 113+00.03 | -225.07' | Y=547881.442 X=84426.683 |
| 74    | 113+12.16 | -268.17' | Y=547913.266 X=84395.193 |
| 76    | 113+28.18 | -343.16' | Y=547964.225 X=84337.885 |
| 75    | 113+30.24 | -309.23' | Y=547949.263 X=84368.413 |
| 69    | 113+64.43 | -162.90' | Y=547906.752 X=84512.545 |
| 70    | 113+66.07 | -100.00' | Y=547877.123 X=84568.051 |
| 110   | 113+66.07 | 0.00'    | Y=547827.753 X=84655.014 |
| 68    | 113+67.38 | -205.54' | Y=547930.367 X=84476.921 |
| 67    | 113+86.65 | -274.30' | Y=547981.073 X=84426.630 |
| 77    | 114+15.92 | -282.91' | Y=548010.782 X=84433.598 |
| 77    | 114+44.41 | -409.26' | Y=548097.936 X=84337.791 |
| 66    | 115+12.63 | -373.37' | Y=548139.541 X=84402.684 |
| 79    | 116+06.97 | -379.85' | Y=548224.779 X=84443.623 |
| 65    | 116+11.92 | -296.77' | Y=548188.067 X=84518.308 |
| 113   | 116+21.06 | -288.41' | Y=548197.110 X=84533.058 |
| 112   | 116+38.31 | -100.00' | Y=548113.872 X=84702.458 |
| 111   | 116+67.32 | -411.58' | Y=548292.926 X=84445.820 |
| 115   | 116+74.27 | -328.24' | Y=548257.824 X=84521.730 |
| 60    | 116+77.77 | -410.61' | Y=548301.538 X=84451.631 |
| 61    | 116+80.17 | -369.59' | Y=548283.371 X=84488.679 |
| 62    | 116+81.86 | -201.10' | Y=548201.655 X=84636.042 |
| 114   | 116+82.56 | -328.58' | Y=548265.203 X=84525.528 |
| 63    | 117+22.99 | -148.13' | Y=548211.276 X=84702.414 |
| 64    | 117+23.00 | -100.00' | Y=548187.520 X=84744.270 |
| 503   | 125+00.00 | 0.00'    | Y=548813.851 X=85214.845 |

| POINT | STATION   | OFFSET   | COORDINATES              |
|-------|-----------|----------|--------------------------|
| 77    | 115+81.33 | -100.00' | Y=548064.324 X=84674.329 |
| 87    | 116+86.57 | -198.65' | Y=548204.541 X=84640.499 |
| 86    | 116+84.30 | -257.78' | Y=548231.762 X=84587.955 |
| 85    | 116+80.17 | -369.59' | Y=548283.371 X=84488.679 |
| 80    | 116+83.99 | -369.59' | Y=548286.793 X=84490.356 |
| 81    | 116+89.33 | -192.63' | Y=548212.672 X=84652.031 |
| 82    | 116+87.79 | -328.79' | Y=548269.858 X=84527.924 |
| 84    | 117+23.00 | -100.00' | Y=548187.520 X=84744.270 |
| 83    | 117+27.65 | -131.61' | Y=548236.823 X=84666.845 |
| 85    | 117+29.66 | -100.00' | Y=548193.308 X=84747.556 |

|          |           |          |                          |
|----------|-----------|----------|--------------------------|
| 70       | 113+66.07 | -100.00' | Y=547877.123 X=84568.051 |
| 97       | 113+77.31 | -204.16' | Y=547938.324 X=84483.023 |
| 98       | 113+80.83 | -100.00' | Y=547889.963 X=84575.340 |
| 95       | 113+88.59 | -234.53' | Y=547963.124 X=84462.183 |
| 96       | 113+90.67 | -203.73' | Y=547949.727 X=84489.994 |
| 94       | 114+41.72 | -237.79' | Y=548010.935 X=84485.575 |
| 93       | 115+20.18 | -269.59' | Y=548087.513 X=84509.613 |
| 87       | 115+81.33 | -100.00' | Y=548064.324 X=84674.329 |
| 88       | 115+83.35 | -153.60' | Y=548092.542 X=84628.709 |
| 89       | 116+03.16 | -153.02' | Y=548109.482 X=84638.995 |
| 90       | 116+04.65 | -180.66' | Y=548124.424 X=84615.698 |
| 91       | 116+28.17 | -179.93' | Y=548144.513 X=84627.942 |
| 92       | 116+24.13 | -249.45' | Y=548175.320 X=84565.492 |
| 112      | 116+38.31 | -100.00' | Y=548113.872 X=84702.458 |
| TILE "C" |           |          |                          |
| 102      | 111+92.31 | -389.18' | Y=547868.786 X=84230.784 |
| 103      | 112+21.09 | -453.78' | Y=547925.710 X=84188.823 |
| 104      | 112+51.02 | -431.17' | Y=547940.580 X=84223.255 |
| 100      | 112+63.65 | -181.31' | Y=547828.200 X=84446.772 |
| 99       | 112+67.67 | -100.00' | Y=547791.554 X=84519.471 |
| 101      | 113+04.80 | -329.02' | Y=547936.916 X=84338.641 |
| 105      | 113+44.72 | -390.22' | Y=548001.844 X=84305.123 |
| 106      | 113+86.86 | -410.61' | Y=548048.552 X=84308.199 |
| 77       | 114+44.41 | -409.26' | Y=548097.936 X=84337.791 |

PRIVATE CLAIM 26, WEST SIDE OF FOX RIVER  
CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



LOCATION SKETCH  
(NOT TO SCALE)

2786181

CHERYL BERKEN  
BROWN COUNTY RECORDER  
GREEN BAY, WI  
RECORDED ON  
05/17/2017 10:25 AM  
REC FEE: 25.00  
EXEMPT #  
PAGES: 1

\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter\*\*

RESERVED FOR REGISTER OF DEEDS  
PROJECT NUMBER 4190-16-21-4.01  
AMENDMENT NO:...



1463155

5017

# CERTIFIED SURVEY MAP

## SURVEYOR'S CERTIFICATE

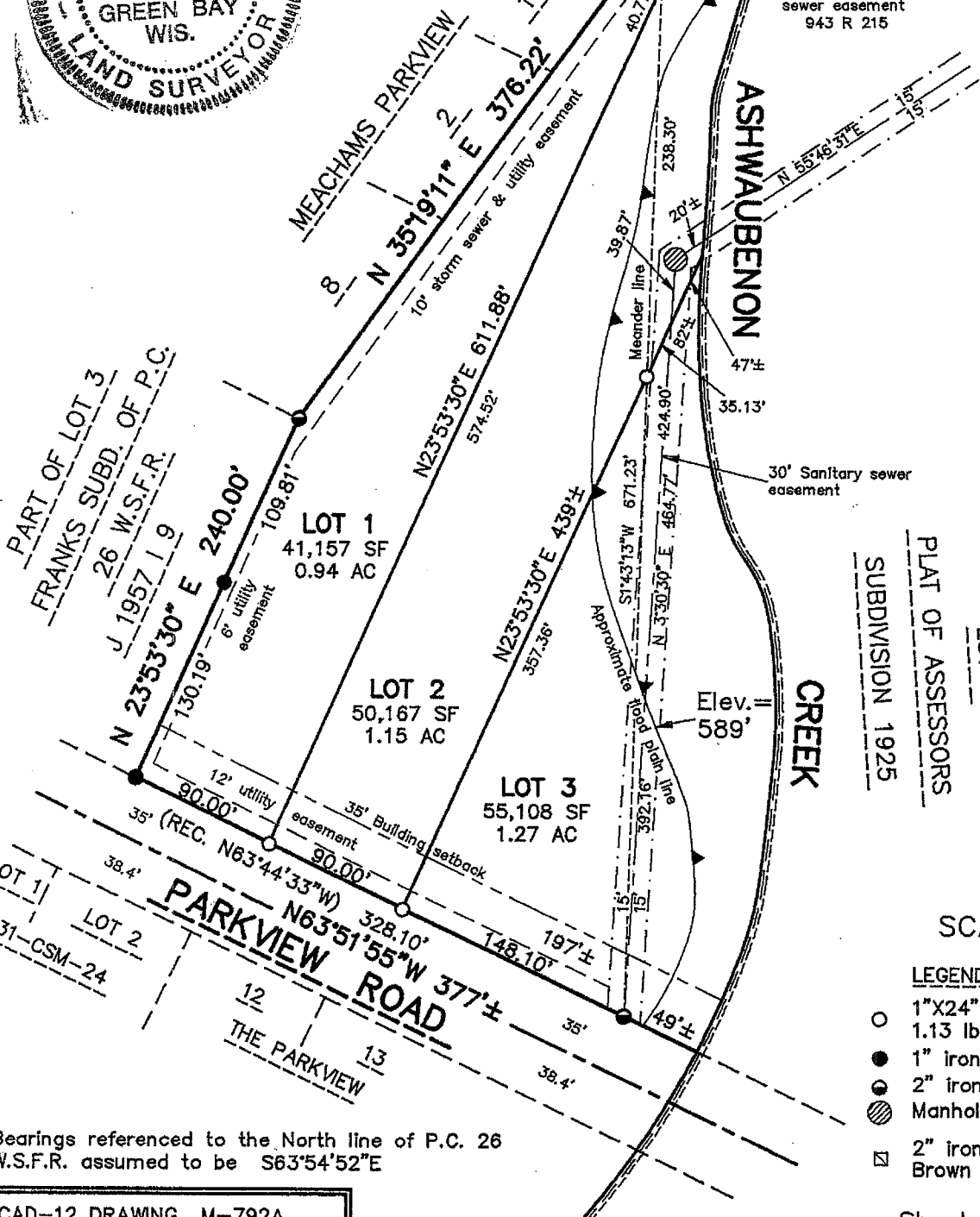
I, David W. May, Registered Land surveyor do hereby certify that I have surveyed, divided and mapped all of Lot 9, recorded plat of Meacham's Parkview, Village of Ashwaubenon, Brown County, Wisconsin. Parcel contains 146,432 square feet/ 3.36 acres, more or less. Including all lands lying between the meander line and the edge of Ashwaubenon Creek.

David W. May  
July 14, 1995  
Revised August 10, 1995

S-1030

Angle point

3-CSM-247



PLAT OF ASSESSORS  
SUBDIVISION 1925

LOT 9

SCALE: 1"=100'

### LEGEND

- 1"X24" iron pipe weighing 1.13 lbs/lin ft set
- 1" iron pipe found
- 2" iron pipe found
- ⊙ Manhole found
- ⊠ 2" iron pipe found Brown County Monument

Bearings referenced to the North line of P.C. 26 W.S.F.R. assumed to be S63°54'52"E

ACAD-12 DRAWING M-792A

Sheet One of Three

Project No. M-792  
Drawing No. L-3668A

VOL 32 PAGE 260

Attachment: Exhibit A-SMA for State-Let Highway Project (6310 : Resolution #17-81, Authorizing State/Municipal Agreement for a State-Let Highway Project)

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Village of Ashwaubenon and the Brown County Planning Commission in surveying, dividing and mapping the same.

David W. Mau

S-1030

CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

Approved for the Brown County Plan Commission this 21st day of August, 1995.

Michael Parmentier

Chuck Lamine  
Senior Planner

CERTIFICATE OF THE VILLAGE OF ASHWAUBENON

Approved for the Village of Ashwaubenon this 1st day of August, 1995.

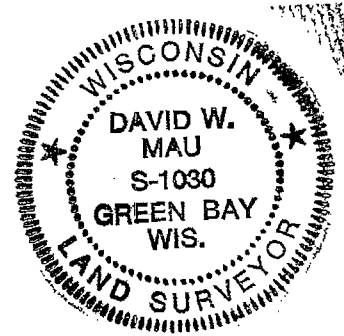
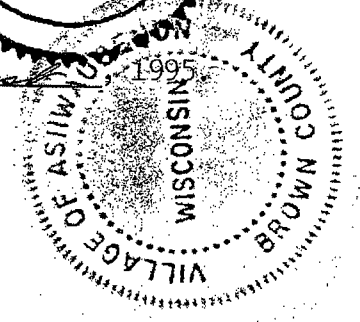
Charlotte E. Nelson

Charlotte Nelson  
Ashwaubenon Village Clerk

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the subdivider and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.



Sheet Two of Three  
Project No.: M-792  
Drawing No.: L-3868B

1463155

OWNER'S CERTIFICATE

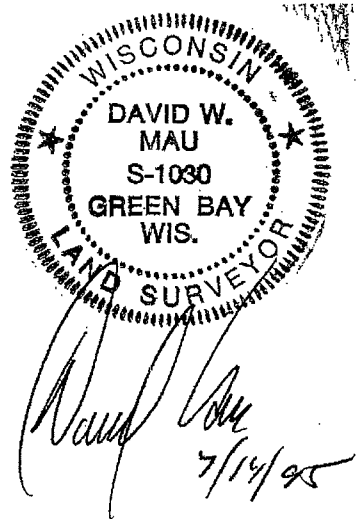
As Owner, I hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this Certified Survey Map is required to be presented to the Village of Ashwaubenon and the Brown County Planning Commission for approval or objection in accordance with current Land Subdivision Ordinances.

Patrick Meacham  
Patrick Meacham

Personally came before me this 7 day of Aug, 1995, the above named Owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

J M Hanigan  
Notary Public  
Brown County, Wisconsin

My Commission Expires Aug 23, 1998



REGISTER'S OFFICE  
Brown Co. Wis.  
Received for record the 23rd  
day of August A.D. 19 95  
at 10:24 o'clock A M.  
and recorded in Vol. 32 of  
Certified Survey Maps on Page 260  
Betty Wellguth  
Register of Deeds

Sheet Three of Three  
Project No.: M-792  
Drawing No.: L-3868C

**City of De Pere, Wisconsin****Request For Common Council Action**

---

**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Finance Department

**FROM:** Joe Zegers

**SUBJECT:** Resolution #17-82, Authorizing Agreement for Auditing Services  
Between the City of De Pere and Schenck S.C. (Tax Increment  
Districts 5, 6, 7 & 8).

---

**ATTACHMENTS:**

- Reso17-82 (DOCX)
- TIF Engagement Letter-2017 (PDF)
- 2017TIFAuditMemo-October 4, 2017 (DOC)

## RESOLUTION #17-82

AUTHORIZING AGREEMENT FOR AUDITING SERVICES BETWEEN  
THE CITY OF DE PERE AND SCHENCK S.C.  
(Tax Increment Districts 5, 6, 7 and 8)

WHEREAS, the City wishes to retain the services of a certified public accounting firm to conducts audits of the City's Tax Increment Districts 5, 6, 7, and 8 through December 31, 2017, as required by Wisconsin Statutes;

WHEREAS, Schenck S.C. has available and offers to provide personnel necessary to accomplish the required audit services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Audit Engagement Letter for auditing services between the City of De Pere and Schenck S.C. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17<sup>th</sup> day of October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Attachment: Reso17-82 (6320 : Resolution #17-82, Authorizing Agreement for Auditing Services with Schenck S.C. (TID 5, 6, 7 & 8).)





September 25, 2017

Mr. Joe Zegers, Finance Director  
City of De Pere  
335 South Broadway  
De Pere, Wisconsin 54305

Dear Mr. Zegers:

The purpose of this letter is to confirm the terms of our agreement and to clarify the nature and extent of the services to be provided to the City of De Pere.

We will complete the audits of the City of De Pere Tax Incremental District's No. 5, 6, 7 & 8 through December 31, 2017 as required by Wisconsin Statutes. Our audit will include an examination of your compliance with laws, rules and regulations related to the expenditure of tax incremental funds. Our audit will be made in accordance with auditing standards generally accepted in the United States and the financial and compliance requirements set forth in Government Auditing Standards, as essential part of which is the review and evaluation of your systems of internal control (accounting and administrative), and will include tests of your accounting records and other procedures we consider necessary to enable us to express an opinions on the financial statements of the City of De Pere Tax Incremental District's No. 5, 6, 7 & 8 and its compliance with laws, rules and regulations.

It is understood that although the purpose and objective of our audit is to lead to the expression of an unmodified opinion with respect to the financial statements, circumstances may exist or may arise which would preclude submitting such an opinion. Should circumstances be discovered which would have an effect on our opinion, we will inform you as promptly as possible and attempt to arrive at a conclusion acceptable to both of us. If our opinion will be other than unmodified, the reasons will be fully disclosed.

It is understood that our audits are based upon tests and samples, since detailed auditing of all transactions is not practicable. It is also understood that such an audit, even when tests and samples are deemed adequate in the circumstances to provide the basis for a professional opinion that the financial statements are presented fairly in a material respect, is not specifically designed, and cannot be relied upon to disclose fraud, defalcations, other illegal acts, or errors or similar irregularities should any exist.

We call your attention to the fact that management has the responsibility for the proper recording of transactions, for the safeguarding of assets, and for the substantial accuracy of the financial statements. Although our firm may have prepared or assisted in the preparing your financial statements, the statements are the representations of management.

In connection with this responsibility, you agree to provide us, prior to the delivery date of the financial statements, with written confirmation of the representations made to us by you and your staff during the course of our engagement.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) although it is expected that the total cost will not exceed \$6,000 per District. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Mr. Joe Zegers, Finance Director  
City of De Pere  
September 25, 2017  
Page 2

If the above terms are in accordance with your understanding and are acceptable to you, please sign, date and return the duplicate of this letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you have.

SCHENCK SC



David Maccoux, CPA  
Shareholder

The services described in the foregoing letter are in accordance with our requirements and we understand the terms and conditions recited above.

CITY OF DE PERE

---

Signature

---

Date

To: Honorable Mayor and Members of the Finance Committee  
Larry Delo, Administrator  
From: Joe Zegers, Finance Director  
Date: October 4, 2017  
Subject: TIF 5, 6, 7, & 8 Audit Engagement Letter

I have attached the TIF 5, 6, 7 & 8 audit engagement letter from Schenck SC for state statutory audits of those funds through December 31, 2017. The scope of the audits is limited to the TIF 5–8 districts examining the City’s compliance with laws, rules and regulations related to the expenditure of the tax incremental funds and as a result is further magnified on the activity of those funds compared to the annual City audit . The total costs of the four audits is in an amount not to exceed \$6,000 per TIF district. The TIF 5-8 audits are required by the state since they have met statutory longevity requirements for audit this year while TIF Districts 9-13 are not required at this time due to their relative short existence.

I am recommending your approval of the audit engagement letter so Schenck SC may begin their preliminary work during the remainder of 2017 & final work during 2018 and to complete these four audits as of the December 31, 2017 calendar year in a timely manner. Feel free to contact me with any questions you may have and I will also be at the Finance Committee meeting on Tuesday October 10<sup>th</sup>.

## City of De Pere, Wisconsin

**Request For Common Council Action**

---

**MEETING DATE:** October 17, 2017

**DEPARTMENT:** Finance Department

**FROM:** Joe Zegers

**SUBJECT:** Resolution #17-83, Adopting Tax Compliance Procedures for Tax-Exempt Borrowings.

---

**ATTACHMENTS:**

- Reso17-83 (DOCX)
- Exhibit A -Post-Issuance Procedures for Tax-Exempt Borrowings (PDF)
- Memo(DOC)

## RESOLUTION #17-83

## ADOPTING TAX COMPLIANCE PROCEDURES FOR TAX-EXEMPT BORROWINGS

WHEREAS, City's Finance Department has procedures in place for post-issuance tax compliance for tax-exempt borrowing; and

WHEREAS, the City's bond counsel has requested the City formally adopt written procedures for tax compliance for tax-exempt borrowing; and

WHEREAS, the Finance/Personnel Committee has reviewed the attached Procedures Concerning Tax Compliance for Tax-Exempt Borrowings and recommends approval thereof.

## NOW THEREFORE BE IT HEREBY RESOLVED:

The Procedure Concerning Tax Compliance for Tax-Exempt Borrowings, attached hereto as Exhibit A, is hereby approved and adopted by the Common Council of the City of De Pere.

## BE IT FURTHER RESOLVED:

That all City officials, officers, and employees and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17<sup>th</sup> day of October, 2017.

APPROVED:

\_\_\_\_\_  
Michael J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

Ayes:\_\_\_\_\_

Nays:\_\_\_\_\_

Attachment: Reso17-83 (6319 : Resolution #17-83, Adopting Tax Compliance Procedures for Tax-Exempt Borrowings.)



**CITY OF DE PERE, WISCONSIN**

**PROCEDURES CONCERNING**  
**TAX COMPLIANCE FOR**  
**TAX-EXEMPT BORROWINGS**

**PROCEDURES CONCERNING  
TAX COMPLIANCE FOR  
TAX-EXEMPT BORROWINGS**

|     |                                                                    |   |
|-----|--------------------------------------------------------------------|---|
| 1.  | Purpose .....                                                      | 1 |
| 2.  | Identification of Bond Issues for Federal Tax Purposes.....        | 1 |
| 3.  | Responsibility .....                                               | 1 |
| 4.  | Record Retention .....                                             | 2 |
| 5.  | Rebate and Yield Restriction .....                                 | 2 |
| 6.  | Investment of Bond Proceeds .....                                  | 3 |
| 7.  | Monitoring Possible Private Business Use. ....                     | 4 |
| 8.  | Changes of Use of Bond Financed Property and Remedial Actions..... | 5 |
| 9.  | Review Upon Completion of Financed Projects .....                  | 5 |
| 10. | Revision of These Procedures .....                                 | 6 |

## PROCEDURES CONCERNING TAX COMPLIANCE FOR TAX-EXEMPT BORROWINGS

### I. Purpose

These procedures concern borrowing obligations of the City of De Pere, Wisconsin (the “**Issuer**”), which are referred to herein as “**bonds**”, whether the obligations are actually called bonds, promissory notes, a loan, or some other name.

Interest on most bonds is exempt from federal income tax, subject to compliance with Internal Revenue Code requirements, including *restrictions on investment of bond proceeds* and *requirements as to use of bond proceeds*. This document sets forth procedures to monitor compliance with the applicable federal tax requirements.

In addition, the Issuer may issue (or may have issued) direct-pay, tax-advantaged borrowing obligations, such as Build America Bonds, that are subject to similar restrictions.

These procedures do not apply to bonds of the Issuer that are “conduit bonds”, the proceeds of which are loaned to a nongovernmental person or entity.

### 2. Identification of Bond Issues for Federal Tax Purposes

The Issuer acknowledges that the federal tax rules apply separately to each bond issue for federal tax purposes. Sometimes, for federal tax purposes, two or more separately named borrowings may be treated as a single bond issue, or a single named borrowing may be treated as being composed of two bond issues. The Responsible Officer will review the Issuer’s tax certificates, and consult with bond counsel as necessary, to identify and maintain a list of each outstanding bond issue, as treated for federal tax purposes.

### 3. Responsibility

The following officers or representatives of the Issuer are assigned the compliance responsibilities set forth below:

| <b>Responsibility</b>                                                                                                                                 | <b>Responsible Officer</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Overall compliance                                                                                                                                    | Finance Director           |
| Maintaining list of bond issues                                                                                                                       | Finance Director           |
| Requirements relating to investment of bond proceeds, including obtaining rebate determinations and making required rebate payments on a timely basis | Finance Director           |
| Requirements relating to use of bond-financed property, including monitoring the amount of any private business use                                   | Finance Director           |
| Retention of records                                                                                                                                  | Finance Director           |
| Review upon completion of financed projects                                                                                                           | Finance Director           |

#### **4. Record Retention**

For each bond issue, the Responsible Officer will arrange for records to be kept of the investment and application of proceeds and the use of financed property. For each bond issue, the records will be kept until at least 4 years after the bond issue is completely retired.

The records do not need to be kept at a single location, and they may be kept in physical or electronic form.

#### **5. Rebate and Yield Restriction**

For each bond issue, the Responsible Officer will comply with the requirements in the authorizing bond documents, which generally include obtaining rebate determinations or a determination that rebate is not required.

Unless the Issuer determines that rebate is not required, the Issuer needs to establish the initial rebate determination date: it should be not later than the 5th anniversary of the bond issue. Additional rebate determination dates occur every

5 years thereafter and on the date the bond issue is completely retired. Any rebate payment must be paid to the United States Treasury within 60 days after the rebate determination date.

As a general policy, the Responsible Officer should have a rebate determination for the bond issue started by 60 days prior to each rebate determination date and completed by 14 days before a rebate payment would be due, and should arrange for any required rebate payment to be made to the United States Treasury by the due date.

The Responsible Officer will identify all funds and accounts that are treated as containing gross proceeds of the bond issue and take actions needed to comply with any yield-restriction requirements, as further detailed in the tax certificate for the bond issue. For example, if proceeds in the borrowed money fund (for general obligations) or comparable fund (for a revenue bond issue) are not spent within the 3-year "temporary period", the Responsible Officer will obtain yield-restriction computations for the applicable fund and, if needed, make yield-reduction payments to the United States Treasury.

#### **6. Investment of Bond Proceeds**

The Responsible Officer will direct the investment of all bond proceeds in arm's-length, fair-market-value purchases and sales and will not permit the linking of the purchase or sale of investments to the provision of other services to the Issuer, such as underwriting services.

Federal tax law safe harbors apply to the following types of investments:

- Certificates of deposit
- Guaranteed investment contracts
- Yield-restricted defeasance escrow investments

If a federal tax law safe harbor applies to the type of investment, then as a general policy the Responsible Officer will arrange for the investment to meet all the requirements of the safe harbor to the extent reasonably practicable.

*Certificates of Deposit*: The purchase price of a certificate of deposit is treated as its fair market value if the yield on the certificate is not less than the yield on reasonably comparable direct obligations of the United States and the highest

yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

*Guaranteed Investment Contracts:* As a general policy, for each purchase of a guaranteed investment contract, the Responsible Officer will retain a bidding agent to conduct a bona fide competitive bidding process and require the bidding agent and provider to provide certifications substantially in the form approved by bond counsel. The Responsible Officer will maintain a record of the amounts paid for brokerage commissions, bidding agent fees, and other similar administrative costs.

*Yield-Restricted Defeasance Escrow Investments:* As a general policy, amounts in yield-restricted defeasance escrows will be invested in United States Treasury securities (State and Local Government Series) *unless* those securities are not available for purchase *or* the Responsible Officer determines, after consultation with an independent financial advisor, that there are bona fide financial reasons for the purchase of other types of investments. In those cases, the Responsible Officer will retain a bidding agent to conduct a bona fide competitive bidding process and require the bidding agent and provider to provide certifications substantially in the form approved by bond counsel. The Responsible Officer will maintain a record of the amounts paid for brokerage commissions, bidding agent fees, and other similar administrative costs.

## **7. Monitoring Possible Private Business Use**

The Responsible Officer will try to review any contractual arrangement that may result in private business use of financed property before the arrangement becomes effective. Arrangements that give rise to private business use generally include contracts that provide special legal entitlements to persons other than a State or local government (a “**nongovernmental person**”) or the general public. Sales and leases of bond-financed property always give rise to private business use. Arrangements that may give rise to private business use, depending on the terms of the contract, include service contracts.

If the Responsible Officer determines that an arrangement provides for use by a nongovernmental person of any property financed with proceeds of an outstanding borrowing, then the Responsible Officer will consult with bond counsel to determine whether, and the extent to which, the arrangement gives rise to private business use and obtain any recommendations about any further or subsequent review.



## **8. Changes of Use of Bond Financed Property and Remedial Actions**

As a general policy, the Responsible Officer will consult with bond counsel in connection with each bond issue regarding the specific private business use limit (or private security or payment limit) that applies to that bond issue. The Responsible Officer will track and record any private business use of financed property (or private payments made with respect to such usage).

Out of an abundance of caution, the Responsible Officer should consider a transaction as potentially causing the private business use limit to be exceeded if *in any year* the amount of private business use is greater than the limit.

If the Responsible Officer determines any transaction has caused, or may potentially cause, the private business use limit (or private security or payment limit) of a bond issue to be exceeded, or cause the private loan limit to be exceeded, the Responsible Officer will consult with bond counsel to determine whether a remedial action is required or otherwise advisable. If possible, the Responsible Officer will do so before the transaction is final, so that remedial action requirements and options may be taken into account.

The general policy of the Issuer is that each remedial action should be approved by an opinion of bond counsel, even in cases where the legal documents for the bond issue do not expressly require such an opinion.

In the event that the Responsible Officer determines that the Issuer may have taken a deliberate action that results in noncompliance of a bond issue with restrictions on use of financed property or proceeds, and it is no longer timely to take a remedial action, the Responsible Officer will consult with bond counsel to determine whether it is necessary or appropriate to submit a request for a voluntary closing agreement to the Internal Revenue Service.

## **9. Review Upon Completion of Financed Projects**

The Issuer adopts, as a prudent practice, the policy of undertaking a review upon completion of all projects financed by the bond issue, to determine whether the expenditure of bond proceeds falls within applicable “spend-down” exceptions to arbitrage rebate and that the private business use limit has not been exceeded. Certain determinations about how bond proceeds are treated as spent are allowed only if taken before the 5th anniversary of the date of bond issuance, so a prompt review may give the Issuer a greater ability to address any compliance problem that may be discovered.

## 10. Revision of These Procedures

These procedures may be revised from time to time to reflect changes of law and ideas for improvement, and they may be expanded to address other tax compliance actions. They are solely for guidance of Issuer personnel. There are no third-party beneficiaries of these procedures.

The Responsible Officer will periodically confer with bond counsel on the need or advisability to revise these procedures, taking into account experience in applying these procedures, changes in the law, and the requirements of new bond issues.

To: Honorable Mayor and Members of the Finance Committee  
Larry Delo, Administrator  
From: Joe Zegers, Finance Director  
Date: October 4, 2017  
Subject: Procedures for Post-Issuance Tax Compliance for Tax-Exempt Borrowings

In order for our bond counsel to complete the IRS form 8038-G for our most recent borrowing the City Council should formally adopt written procedures for post-issuance tax compliance for tax-exempt borrowings that I have attached for your review. The Finance Department has had these procedures in place for our borrowing activity but the procedures themselves should be approved in our case first by the Finance Committee and subsequently formally approved by the City Council.

The focus of the procedures for tax exempt borrowing centers primarily around two items. The first is the possibility of an interest rebate calculation and possible rebate to the US Treasury. The City has not had to obtain rebate determinations or pay rebates since we have qualified for the 18-month spending exception allowed in IRS regulations meaning that borrowing proceeds have been expended a) at least 15% within six months of the receipt of borrowing proceeds, b) at least 60% within twelve months, and c) 100% within 18 months. Secondly, the City has complied with monitoring possible private business use by initially identifying these types of borrowings such as development grants and classifying them as taxable borrowings not qualifying for tax-exempt status.

I am recommending your approval of the attached procedures. Feel free to contact me with any questions you may have and I will also be at the Finance Committee meeting on Tuesday October 10<sup>th</sup>.

**City of De Pere, Wisconsin****Request For Common Council Action**

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**MEETING DATE:**                   **October 17, 2017**

**DEPARTMENT:**                   **City Clerk-Treasurer**

**FROM:**                               **Shana Ledvina**

**SUBJECT:**                         **Voucher Approval.**

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**ATTACHMENTS:**

- 10-17-17 VOUCHERS           (PDF)

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| 2412   | ACCURATE SUSPENSION WAREHOUSE |                               |               |               |          |             |              |                 |
|        | I-1712311                     | ACCURATE SUSPENSION WAREHOUSE | R             | 10/17/2017    |          | 66.60CR     | 083323       | 66.60           |
| 0302   | AIRGAS USA LLC                |                               |               |               |          |             |              |                 |
|        | I-9947051336                  | AIRGAS USA LLC                | R             | 10/17/2017    |          | 196.67CR    | 083324       | 196.67          |
| 2982   | ALL CITY COMMUNICATIONS       |                               |               |               |          |             |              |                 |
|        | I-4699567-100117              | ALL CITY COMMUNICATIONS       | R             | 10/17/2017    |          | 150.80CR    | 083325       | 150.80          |
| 5604   | AURORA BAYCARE MED CTR LLC    |                               |               |               |          |             |              |                 |
|        | I-KY041                       | AURORA BAYCARE MED CTR LLC    | R             | 10/17/2017    |          | 150.62CR    | 083326       |                 |
|        | I-KY047                       | AURORA BAYCARE MED CTR LLC    | R             | 10/17/2017    |          | 298.06CR    | 083326       | 448.68          |
| 0020   | BADGERLAND PRINTING INC       |                               |               |               |          |             |              |                 |
|        | I-30198                       | BADGERLAND PRINTING INC       | R             | 10/17/2017    |          | 96.00CR     | 083327       |                 |
|        | I-30202                       | BADGERLAND PRINTING INC       | R             | 10/17/2017    |          | 104.00CR    | 083327       |                 |
|        | I-30242                       | BADGERLAND PRINTING INC       | R             | 10/17/2017    |          | 64.00CR     | 083327       |                 |
|        | I-30251                       | BADGERLAND PRINTING INC       | R             | 10/17/2017    |          | 385.00CR    | 083327       | 649.00          |
| 0027   | BAY TOWEL INC                 |                               |               |               |          |             |              |                 |
|        | I-2470373                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 40.39CR     | 083328       |                 |
|        | I-2470374                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 99.00CR     | 083328       |                 |
|        | I-2470375                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 58.02CR     | 083328       |                 |
|        | I-2472844                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 188.84CR    | 083328       |                 |
|        | I-2472859                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 77.52CR     | 083328       |                 |
|        | I-2474611                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 40.39CR     | 083328       |                 |
|        | I-2474612                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 89.14CR     | 083328       |                 |
|        | I-2478879                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 40.39CR     | 083328       |                 |
|        | I-2478880                     | BAY TOWEL INC                 | R             | 10/17/2017    |          | 100.74CR    | 083328       | 734.43          |
| 0038   | BROADWAY AUTOMOTIVE INC       |                               |               |               |          |             |              |                 |
|        | I-867118P                     | BROADWAY AUTOMOTIVE INC       | R             | 10/17/2017    |          | 63.84CR     | 083329       | 63.84           |
| 0043   | BROWN COUNTY PARK MANAGEMENT  |                               |               |               |          |             |              |                 |
|        | I-0017-0006                   | BROWN COUNTY PARK MANAGEMENT  | R             | 10/17/2017    |          | 1,531.20CR  | 083330       | 1,531.20        |
| 2984   | BROWN COUNTY TREASURER        |                               |               |               |          |             |              |                 |
|        | I-2017-00000015               | BROWN COUNTY TREASURER        | R             | 10/17/2017    |          | 1,815.12CR  | 083331       |                 |
|        | I-2017-00000016               | BROWN COUNTY TREASURER        | R             | 10/17/2017    |          | 1,815.12CR  | 083331       | 3,630.24        |
| 0050   | CAMERA CORNER INC             |                               |               |               |          |             |              |                 |
|        | I-479052B-IN                  | CAMERA CORNER INC             | R             | 10/17/2017    |          | 14,035.00CR | 083332       | 14,035.00       |

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| 0536   | CDW GOVERNMENT INC             |                                |               |               |          |             |              |                 |
|        | I-KDD5119                      | CDW GOVERNMENT INC             | R             | 10/17/2017    |          | 214.84CR    | 083333       |                 |
|        | I-KDN5246                      | CDW GOVERNMENT INC             | R             | 10/17/2017    |          | 56.04CR     | 083333       |                 |
|        | I-KFD6237                      | CDW GOVERNMENT INC             | R             | 10/17/2017    |          | 1,446.40CR  | 083333       |                 |
|        | I-KHL4505                      | CDW GOVERNMENT INC             | R             | 10/17/2017    |          | 37.95CR     | 083333       |                 |
|        | I-KHZ1278                      | CDW GOVERNMENT INC             | R             | 10/17/2017    |          | 717.36CR    | 083333       | 2,472.59        |
| 6575   | CEDAR CORP                     |                                |               |               |          |             |              |                 |
|        | I-93286                        | CEDAR CORP                     | R             | 10/17/2017    |          | 500.00CR    | 083334       | 500.00          |
| 2708   | CLEANING SOLUTION SERVICES INC |                                |               |               |          |             |              |                 |
|        | I-15303                        | CLEANING SOLUTION SERVICES INC | R             | 10/17/2017    |          | 52.81CR     | 083335       |                 |
|        | I-15320                        | CLEANING SOLUTION SERVICES INC | R             | 10/17/2017    |          | 1,105.24CR  | 083335       |                 |
|        | I-15325                        | CLEANING SOLUTION SERVICES INC | R             | 10/17/2017    |          | 1,784.35CR  | 083335       |                 |
|        | I-15346                        | CLEANING SOLUTION SERVICES INC | R             | 10/17/2017    |          | 1,416.56CR  | 083335       | 4,358.96        |
| 7337   | COMPASS MINERALS AMERICA       |                                |               |               |          |             |              |                 |
|        | I-88505                        | COMPASS MINERALS AMERICA       | R             | 10/17/2017    |          | 12,011.97CR | 083336       | 12,011.97       |
| 7639   | CORE & MAIN LP                 |                                |               |               |          |             |              |                 |
|        | I-H829714                      | CORE & MAIN LP                 | R             | 10/17/2017    |          | 1,076.50CR  | 083337       |                 |
|        | I-H835138                      | CORE & MAIN LP                 | R             | 10/17/2017    |          | 2,685.00CR  | 083337       |                 |
|        | I-H897356                      | CORE & MAIN LP                 | R             | 10/17/2017    |          | 2,698.43CR  | 083337       | 6,459.93        |
| 6730   | DAMARC                         |                                |               |               |          |             |              |                 |
|        | I-35393                        | DAMARC                         | R             | 10/17/2017    |          | 120.00CR    | 083338       |                 |
|        | I-35398                        | DAMARC                         | R             | 10/17/2017    |          | 60.00CR     | 083338       |                 |
|        | I-35402                        | DAMARC                         | R             | 10/17/2017    |          | 220.00CR    | 083338       | 400.00          |
| 2624   | DECKER SUPPLY CO               |                                |               |               |          |             |              |                 |
|        | I-898027                       | DECKER SUPPLY CO               | R             | 10/17/2017    |          | 619.00CR    | 083339       | 619.00          |
| 6369   | DICK'S GUN SHOP INC            |                                |               |               |          |             |              |                 |
|        | I-4917                         | DICK'S GUN SHOP INC            | R             | 10/17/2017    |          | 2,775.00CR  | 083340       | 2,775.00        |
| 0075   | DIGGERS HOTLINE INC            |                                |               |               |          |             |              |                 |
|        | I-170 9 36401                  | DIGGERS HOTLINE INC            | R             | 10/17/2017    |          | 512.95CR    | 083341       | 512.95          |
| 0079   | DORSCH CORP                    |                                |               |               |          |             |              |                 |
|        | I-38182                        | DORSCH CORP                    | R             | 10/17/2017    |          | 92.81CR     | 083342       | 92.81           |
| 5260   | EARTHLINK BUSINESS             |                                |               |               |          |             |              |                 |
|        | I-201710097557                 | EARTHLINK BUSINESS             | R             | 10/17/2017    |          | 24.38CR     | 083343       | 24.38           |

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| 0086   | ERC INC                       |                               |               |               |          |             |              |                 |
|        | I-ERC-0917-4242               | ERC INC                       | R             | 10/17/2017    |          | 550.00CR    | 083344       |                 |
|        | I-ERC-0917-4281               | ERC INC                       | R             | 10/17/2017    |          | 414.00CR    | 083344       | 964.00          |
| 7422   | EXCEL UNDERGROUND LLC         |                               |               |               |          |             |              |                 |
|        | I-5491                        | EXCEL UNDERGROUND LLC         | R             | 10/17/2017    |          | 5,250.55CR  | 083345       | 5,250.55        |
| 0331   | FERGUSON WATERWORKS #1476 INC |                               |               |               |          |             |              |                 |
|        | I-0233025                     | FERGUSON WATERWORKS #1476 INC | R             | 10/17/2017    |          | 1,804.94CR  | 083346       | 1,804.94        |
| 7053   | FFF ENTERPRISES INC.          |                               |               |               |          |             |              |                 |
|        | I-90091224                    | FFF ENTERPRISES INC.          | R             | 10/17/2017    |          | 998.22CR    | 083347       | 998.22          |
| 5173   | FIRE RESCUE SUPPLY LLC        |                               |               |               |          |             |              |                 |
|        | I-7261                        | FIRE RESCUE SUPPLY LLC        | R             | 10/17/2017    |          | 845.00CR    | 083348       | 845.00          |
| 0105   | FOX SPECIALITY COMPANY        |                               |               |               |          |             |              |                 |
|        | I-103737                      | FOX SPECIALITY COMPANY        | R             | 10/17/2017    |          | 2.50CR      | 083349       |                 |
|        | I-36620                       | FOX SPECIALITY COMPANY        | R             | 10/17/2017    |          | 26.06CR     | 083349       | 28.56           |
| 1068   | FOX VALLEY TRUCK & BODY INC   |                               |               |               |          |             |              |                 |
|        | I-049786                      | FOX VALLEY TRUCK & BODY INC   | R             | 10/17/2017    |          | 2,314.17CR  | 083350       | 2,314.17        |
| 5830   | GRAEF INC                     |                               |               |               |          |             |              |                 |
|        | I-0094577                     | GRAEF INC                     | R             | 10/17/2017    |          | 2,805.00CR  | 083351       | 2,805.00        |
| 0116   | GRAINGER INC                  |                               |               |               |          |             |              |                 |
|        | I-9551765143                  | GRAINGER INC                  | R             | 10/17/2017    |          | 131.28CR    | 083352       |                 |
|        | I-9559460390                  | GRAINGER INC                  | R             | 10/17/2017    |          | 1,237.80CR  | 083352       |                 |
|        | I-9559460408                  | GRAINGER INC                  | R             | 10/17/2017    |          | 63.39CR     | 083352       |                 |
|        | I-9562489717                  | GRAINGER INC                  | R             | 10/17/2017    |          | 29.27CR     | 083352       | 1,461.74        |
| 0117   | GRAYBAR ELECTRIC COMPANY INC  |                               |               |               |          |             |              |                 |
|        | I-9300175962                  | GRAYBAR ELECTRIC COMPANY INC  | R             | 10/17/2017    |          | 18.17CR     | 083353       | 18.17           |
| 7245   | GREEN BAY WATER UTILITY       |                               |               |               |          |             |              |                 |
|        | I-5942                        | GREEN BAY WATER UTILITY       | R             | 10/17/2017    |          | 15,150.00CR | 083354       | 15,150.00       |
| 4902   | HALRON LUBRICANTS INC         |                               |               |               |          |             |              |                 |
|        | I-951680-00                   | HALRON LUBRICANTS INC         | R             | 10/17/2017    |          | 85.96CR     | 083355       | 85.96           |
| 5484   | HYDROCORP INC                 |                               |               |               |          |             |              |                 |
|        | I-004400-IN                   | HYDROCORP INC                 | R             | 10/17/2017    |          | 2,309.00CR  | 083356       |                 |
|        | I-0044250-IN                  | HYDROCORP INC                 | R             | 10/17/2017    |          | 2,876.00CR  | 083356       | 5,185.00        |

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| 6932   | IMAGETREND INC.           |                           |               |               |          |            |              |                 |
|        | I-108207                  | IMAGETREND INC.           | R             | 10/17/2017    |          | 1,750.00CR | 083357       | 1,750.00        |
| 1399   | INDOFF INC                |                           |               |               |          |            |              |                 |
|        | I-3010537                 | INDOFF INC                | R             | 10/17/2017    |          | 49.10CR    | 083358       |                 |
|        | I-3012427                 | INDOFF INC                | R             | 10/17/2017    |          | 129.76CR   | 083358       |                 |
|        | I-3013559                 | INDOFF INC                | R             | 10/17/2017    |          | 248.93CR   | 083358       |                 |
|        | I-3013737                 | INDOFF INC                | R             | 10/17/2017    |          | 11.77CR    | 083358       |                 |
|        | I-3013738                 | INDOFF INC                | R             | 10/17/2017    |          | 12.90CR    | 083358       | 452.46          |
| 2602   | JOSSART BROTHERS INC      |                           |               |               |          |            |              |                 |
|        | I-596B                    | JOSSART BROTHERS INC      | R             | 10/17/2017    |          | 3,091.70CR | 083359       |                 |
|        | I-597                     | JOSSART BROTHERS INC      | R             | 10/17/2017    |          | 2,020.35CR | 083359       |                 |
|        | I-612                     | JOSSART BROTHERS INC      | R             | 10/17/2017    |          | 175.20CR   | 083359       |                 |
|        | I-625A                    | JOSSART BROTHERS INC      | R             | 10/17/2017    |          | 1,525.20CR | 083359       |                 |
|        | I-626                     | JOSSART BROTHERS INC      | R             | 10/17/2017    |          | 4,207.80CR | 083359       |                 |
|        | I-627                     | JOSSART BROTHERS INC      | R             | 10/17/2017    |          | 2,137.60CR | 083359       |                 |
|        | I-628                     | JOSSART BROTHERS INC      | R             | 10/17/2017    |          | 2,015.50CR | 083359       | 15,173.35       |
| 1276   | JX ENTERPRISES INC        |                           |               |               |          |            |              |                 |
|        | I-D-272580091             | JX ENTERPRISES INC        | R             | 10/17/2017    |          | 1,279.19CR | 083360       |                 |
|        | I-D-272580111             | JX ENTERPRISES INC        | R             | 10/17/2017    |          | 465.40CR   | 083360       |                 |
|        | I-D-272630115             | JX ENTERPRISES INC        | R             | 10/17/2017    |          | 47.72CR    | 083360       | 1,792.31        |
| 3140   | KUNDINGER FLUID POWER INC |                           |               |               |          |            |              |                 |
|        | I-50452773                | KUNDINGER FLUID POWER INC | R             | 10/17/2017    |          | 770.26CR   | 083361       | 770.26          |
| 6577   | LAKELAND LAWN CARE        |                           |               |               |          |            |              |                 |
|        | I-72272                   | LAKELAND LAWN CARE        | R             | 10/17/2017    |          | 45.00CR    | 083362       | 45.00           |
| 0154   | LAMERS BUS LINES INC      |                           |               |               |          |            |              |                 |
|        | I-518021                  | LAMERS BUS LINES INC      | R             | 10/17/2017    |          | 383.09CR   | 083363       |                 |
|        | I-518022                  | LAMERS BUS LINES INC      | R             | 10/17/2017    |          | 280.25CR   | 083363       | 663.34          |
| 0373   | MACHINE SERVICE INC       |                           |               |               |          |            |              |                 |
|        | I-1272700047              | MACHINE SERVICE INC       | R             | 10/17/2017    |          | 281.19CR   | 083364       | 281.19          |
| 0173   | MENARDS INC               |                           |               |               |          |            |              |                 |
|        | I-14776                   | MENARDS INC               | R             | 10/17/2017    |          | 28.95CR    | 083365       |                 |
|        | I-14817                   | MENARDS INC               | R             | 10/17/2017    |          | 39.94CR    | 083365       |                 |
|        | I-14985                   | MENARDS INC               | R             | 10/17/2017    |          | 5.98CR     | 083365       |                 |
|        | I-15041                   | MENARDS INC               | R             | 10/17/2017    |          | 30.57CR    | 083365       |                 |
|        | I-15105                   | MENARDS INC               | R             | 10/17/2017    |          | 130.60CR   | 083365       |                 |
|        | I-15119                   | MENARDS INC               | R             | 10/17/2017    |          | 17.43CR    | 083365       |                 |
|        | I-15128                   | MENARDS INC               | R             | 10/17/2017    |          | 70.07CR    | 083365       |                 |
|        | I-15132                   | MENARDS INC               | R             | 10/17/2017    |          | 6.56CR     | 083365       |                 |
|        | I-15181                   | MENARDS INC               | R             | 10/17/2017    |          | 39.73CR    | 083365       |                 |
|        | I-15182                   | MENARDS INC               | R             | 10/17/2017    |          | 240.92CR   | 083365       |                 |
|        | I-15196                   | MENARDS INC               | R             | 10/17/2017    |          | 35.32CR    | 083365       |                 |
|        | I-15279                   | MENARDS INC               | R             | 10/17/2017    |          | 3.81CR     | 083365       |                 |
|        | I-15413                   | MENARDS INC               | R             | 10/17/2017    |          | 23.91CR    | 083365       |                 |
|        | I-15479                   | MENARDS INC               | R             | 10/17/2017    |          | 55.59CR    | 083365       |                 |

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|        | I-15509                        | MENARDS INC                    | R             | 10/17/2017    |          | 4.79CR     | 083365       |                 |
|        | I-15712                        | MENARDS INC                    | R             | 10/17/2017    |          | 18.31CR    | 083365       |                 |
|        | I-15726                        | MENARDS INC                    | R             | 10/17/2017    |          | 99.98CR    | 083365       |                 |
|        | I-15764                        | MENARDS INC                    | R             | 10/17/2017    |          | 104.95CR   | 083365       |                 |
|        | I-15966                        | MENARDS INC                    | R             | 10/17/2017    |          | 177.00CR   | 083365       |                 |
|        | I-35283                        | MENARDS INC                    | R             | 10/17/2017    |          | 45.61CR    | 083365       | 1,180.02        |
| *VOID* | VOID CHECK                     |                                | V             | 10/17/2017    |          |            | 083366       | **VOID**        |
| 7625   | NATURE CARE ECOLOGICAL         |                                |               |               |          |            |              |                 |
|        | I-201710097558                 | NATURE CARE ECOLOGICAL         | R             | 10/17/2017    |          | 335.61CR   | 083367       | 335.61          |
| 7129   | NELSON TACTICAL                |                                |               |               |          |            |              |                 |
|        | I-1862                         | NELSON TACTICAL                | R             | 10/17/2017    |          | 202.45CR   | 083368       |                 |
|        | I-886                          | NELSON TACTICAL                | R             | 10/17/2017    |          | 136.82CR   | 083368       | 339.27          |
| 6873   | NEOGOV                         |                                |               |               |          |            |              |                 |
|        | I-22371                        | NEOGOV                         | R             | 10/17/2017    |          | 5,000.10CR | 083369       | 5,000.10        |
| 3191   | NIELSON COMMUNICATIONS INC     |                                |               |               |          |            |              |                 |
|        | I-AT11429                      | NIELSON COMMUNICATIONS INC     | R             | 10/17/2017    |          | 49.90CR    | 083370       | 49.90           |
| 7606   | NORTHCENTRAL TECHNICAL COLLEGE |                                |               |               |          |            |              |                 |
|        | I-201710097559                 | NORTHCENTRAL TECHNICAL COLLEGE | R             | 10/17/2017    |          | 269.60CR   | 083371       | 269.60          |
| 0531   | NORTHEAST AUTO PARTS INC       |                                |               |               |          |            |              |                 |
|        | I-324783                       | NORTHEAST AUTO PARTS INC       | R             | 10/17/2017    |          | 5.29CR     | 083372       |                 |
|        | I-324823                       | NORTHEAST AUTO PARTS INC       | R             | 10/17/2017    |          | 17.98CR    | 083372       |                 |
|        | I-324918                       | NORTHEAST AUTO PARTS INC       | R             | 10/17/2017    |          | 53.97CR    | 083372       | 77.24           |
| 5433   | NORTHEAST WI TECH COLLEGE      |                                |               |               |          |            |              |                 |
|        | I-CS31626                      | NORTHEAST WI TECH COLLEGE      | R             | 10/17/2017    |          | 650.00CR   | 083373       | 650.00          |
| 0187   | NSIGHT TELS SERVICES           |                                |               |               |          |            |              |                 |
|        | I-201710097560                 | NSIGHT TELS SERVICES           | R             | 10/17/2017    |          | 64.40CR    | 083374       | 64.40           |
| 0194   | OLSON TRAILER & BODY LLC       |                                |               |               |          |            |              |                 |
|        | I-72703                        | OLSON TRAILER & BODY LLC       | R             | 10/17/2017    |          | 187.00CR   | 083375       |                 |
|        | I-72858C                       | OLSON TRAILER & BODY LLC       | R             | 10/17/2017    |          | 173.36CR   | 083375       | 360.36          |
| 0255   | ONE LAW GROUP SC               |                                |               |               |          |            |              |                 |
|        | I-261                          | ONE LAW GROUP SC               | R             | 10/17/2017    |          | 120.00CR   | 083376       | 120.00          |

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| 7355   | OXFORD IMMUNOTEC                  |                               |               |               |          |            |              |                 |
|        | I-T667135                         | OXFORD IMMUNOTEC              | R             | 10/17/2017    |          | 105.50CR   | 083377       |                 |
|        | I-T690343                         | OXFORD IMMUNOTEC              | R             | 10/17/2017    |          | 158.25CR   | 083377       | 263.75          |
| 0197   | PACKER CITY INTERNATIONAL INC     |                               |               |               |          |            |              |                 |
|        | I-X101073821:01                   | PACKER CITY INTERNATIONAL INC | R             | 10/17/2017    |          | 17.18CR    | 083378       | 17.18           |
| 1331   | PACKER FASTENER & SUPPLY INC      |                               |               |               |          |            |              |                 |
|        | I-351036                          | PACKER FASTENER & SUPPLY INC  | R             | 10/17/2017    |          | 83.53CR    | 083379       | 83.53           |
| 0584   | PATRICK ZELZER AND ASSOCIATES     |                               |               |               |          |            |              |                 |
|        | I-ZEL-2017003436                  | PATRICK ZELZER AND ASSOCIATES | R             | 10/17/2017    |          | 50.00CR    | 083380       |                 |
|        | I-ZEL-2017003474                  | PATRICK ZELZER AND ASSOCIATES | R             | 10/17/2017    |          | 50.00CR    | 083380       |                 |
|        | I-ZEL-2017003475                  | PATRICK ZELZER AND ASSOCIATES | R             | 10/17/2017    |          | 50.00CR    | 083380       |                 |
|        | I-ZEL-2017003476                  | PATRICK ZELZER AND ASSOCIATES | R             | 10/17/2017    |          | 50.00CR    | 083380       |                 |
|        | I-ZEL-2017003554                  | PATRICK ZELZER AND ASSOCIATES | R             | 10/17/2017    |          | 50.00CR    | 083380       | 250.00          |
| 4476   | PAUL CONWAY SHIELDS CORP          |                               |               |               |          |            |              |                 |
|        | I-201710097561                    | PAUL CONWAY SHIELDS CORP      | R             | 10/17/2017    |          | 163.50CR   | 083381       | 163.50          |
| 5476   | PERSONNEL EVALUATION INC          |                               |               |               |          |            |              |                 |
|        | I-24385                           | PERSONNEL EVALUATION INC      | R             | 10/17/2017    |          | 28.00CR    | 083382       | 28.00           |
| 0525   | PETROLEUM EQUIP SERVICE OF WI INC |                               |               |               |          |            |              |                 |
|        | I-140712                          | PETROLEUM EQUIP SERVICE OF WI | R             | 10/17/2017    |          | 132.78CR   | 083383       |                 |
|        | I-140714                          | PETROLEUM EQUIP SERVICE OF WI | R             | 10/17/2017    |          | 107.00CR   | 083383       | 239.78          |
| 6126   | PM SUPPLY - WRIGHT INDUSTRIAL     |                               |               |               |          |            |              |                 |
|        | I-73499                           | PM SUPPLY - WRIGHT INDUSTRIAL | R             | 10/17/2017    |          | 41.13CR    | 083384       |                 |
|        | I-74605                           | PM SUPPLY - WRIGHT INDUSTRIAL | R             | 10/17/2017    |          | 297.58CR   | 083384       |                 |
|        | I-74670                           | PM SUPPLY - WRIGHT INDUSTRIAL | R             | 10/17/2017    |          | 29.06CR    | 083384       |                 |
|        | I-74744                           | PM SUPPLY - WRIGHT INDUSTRIAL | R             | 10/17/2017    |          | 43.36CR    | 083384       |                 |
|        | I-74792                           | PM SUPPLY - WRIGHT INDUSTRIAL | R             | 10/17/2017    |          | 426.45CR   | 083384       | 837.58          |
| 1246   | PREVEA HEALTH                     |                               |               |               |          |            |              |                 |
|        | I-111662                          | PREVEA HEALTH                 | R             | 10/17/2017    |          | 80.85CR    | 083385       |                 |
|        | I-111683                          | PREVEA HEALTH                 | R             | 10/17/2017    |          | 389.50CR   | 083385       | 470.35          |
| 0395   | PRO ONE JANITORIAL INC            |                               |               |               |          |            |              |                 |
|        | I-126224                          | PRO ONE JANITORIAL INC        | R             | 10/17/2017    |          | 1,125.00CR | 083386       | 1,125.00        |
| 0220   | QUILL CORP                        |                               |               |               |          |            |              |                 |
|        | I-9929005                         | QUILL CORP                    | R             | 10/17/2017    |          | 81.96CR    | 083387       | 81.96           |

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| 5973   | RAE-COR DISTRIBUTING INC       |                                |               |               |          |             |              |                 |
|        | I-2269                         | RAE-COR DISTRIBUTING INC       | R             | 10/17/2017    |          | 171.08CR    | 083388       |                 |
|        | I-2303                         | RAE-COR DISTRIBUTING INC       | R             | 10/17/2017    |          | 405.90CR    | 083388       | 576.98          |
| 5393   | RICOH USA INC.                 |                                |               |               |          |             |              |                 |
|        | I-5050592687                   | RICOH USA INC.                 | R             | 10/17/2017    |          | 265.02CR    | 083389       | 265.02          |
| 7603   | ROBINSON HEATING & COOLING     |                                |               |               |          |             |              |                 |
|        | I-17-02753                     | ROBINSON HEATING & COOLING     | R             | 10/17/2017    |          | 938.10CR    | 083390       | 938.10          |
| 6380   | ROCK OIL REFINING INC          |                                |               |               |          |             |              |                 |
|        | I-260351                       | ROCK OIL REFINING INC          | R             | 10/17/2017    |          | 88.00CR     | 083391       | 88.00           |
| 7596   | ROCKEY FENCE LLC               |                                |               |               |          |             |              |                 |
|        | I-201758                       | ROCKEY FENCE LLC               | R             | 10/17/2017    |          | 712.00CR    | 083392       | 712.00          |
| 7059   | ROYAL DISTRIBUTING CO.         |                                |               |               |          |             |              |                 |
|        | I-6882                         | ROYAL DISTRIBUTING CO.         | R             | 10/17/2017    |          | 24.00CR     | 083393       | 24.00           |
| 1023   | S & S WORLDWIDE                |                                |               |               |          |             |              |                 |
|        | I-9876065                      | S & S WORLDWIDE                | R             | 10/17/2017    |          | 52.90CR     | 083394       | 52.90           |
| 3268   | SEILER INSTRUMENT & MFG CO INC |                                |               |               |          |             |              |                 |
|        | I-356905                       | SEILER INSTRUMENT & MFG CO INC | R             | 10/17/2017    |          | 915.00CR    | 083395       | 915.00          |
| 3234   | SHERWIN WILLIAMS               |                                |               |               |          |             |              |                 |
|        | I-5386-9                       | SHERWIN WILLIAMS               | R             | 10/17/2017    |          | 21.58CR     | 083396       |                 |
|        | I-7348-8                       | SHERWIN WILLIAMS               | R             | 10/17/2017    |          | 178.80CR    | 083396       | 200.38          |
| 7645   | SPARC                          |                                |               |               |          |             |              |                 |
|        | I-CDP-101-1                    | SPARC                          | R             | 10/17/2017    |          | 30,000.00CR | 083397       | 30,000.00       |
| 0258   | SUPERIOR CHEMICAL CORP         |                                |               |               |          |             |              |                 |
|        | I-171971                       | SUPERIOR CHEMICAL CORP         | R             | 10/17/2017    |          | 308.25CR    | 083398       | 308.25          |
| 0555   | TIME WARNER CABLE LLC          |                                |               |               |          |             |              |                 |
|        | I-201710097562                 | TIME WARNER CABLE LLC          | R             | 10/17/2017    |          | 4.40CR      | 083399       |                 |
|        | I-201710097563                 | TIME WARNER CABLE LLC          | R             | 10/17/2017    |          | 69.99CR     | 083399       | 74.39           |
| 0267   | TRAFFIC & PARKING CONTROL INC  |                                |               |               |          |             |              |                 |
|        | I-I577852                      | TRAFFIC & PARKING CONTROL INC  | R             | 10/17/2017    |          | 1,139.40CR  | 083400       | 1,139.40        |

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| 5454   | TRANSPORT REFRIGERATION INC |                             |               |               |          |            |              |                 |
|        | I-0434466-100               | TRANSPORT REFRIGERATION INC | R             | 10/17/2017    |          | 41.24CR    | 083401       | 41.24           |
| 7309   | TRILLIUM CNG                |                             |               |               |          |            |              |                 |
|        | I-1710042124                | TRILLIUM CNG                | R             | 10/17/2017    |          | 3,803.80CR | 083402       | 3,803.80        |
| 0268   | TRUCK EQUIPMENT INC         |                             |               |               |          |            |              |                 |
|        | I-760693-00                 | TRUCK EQUIPMENT INC         | R             | 10/17/2017    |          | 186.41CR   | 083403       |                 |
|        | I-761612-00                 | TRUCK EQUIPMENT INC         | R             | 10/17/2017    |          | 44.01CR    | 083403       |                 |
|        | I-761640-00                 | TRUCK EQUIPMENT INC         | R             | 10/17/2017    |          | 18.71CR    | 083403       | 249.13          |
| 0417   | TWEET GAROT MECHANICAL INC  |                             |               |               |          |            |              |                 |
|        | I-51612                     | TWEET GAROT MECHANICAL INC  | R             | 10/17/2017    |          | 409.00CR   | 083404       | 409.00          |
| 0272   | UNIFORM SHOPPE INC          |                             |               |               |          |            |              |                 |
|        | I-270091                    | UNIFORM SHOPPE INC          | R             | 10/17/2017    |          | 135.95CR   | 083405       |                 |
|        | I-270225                    | UNIFORM SHOPPE INC          | R             | 10/17/2017    |          | 164.80CR   | 083405       |                 |
|        | I-270232                    | UNIFORM SHOPPE INC          | R             | 10/17/2017    |          | 85.90CR    | 083405       |                 |
|        | I-270394                    | UNIFORM SHOPPE INC          | R             | 10/17/2017    |          | 80.00CR    | 083405       | 466.65          |
| 1911   | UNITED PARCEL SERVICE INC   |                             |               |               |          |            |              |                 |
|        | I-201710117567              | UNITED PARCEL SERVICE INC   | R             | 10/17/2017    |          | 44.14CR    | 083406       |                 |
|        | I-201710117568              | UNITED PARCEL SERVICE INC   | R             | 10/17/2017    |          | 43.83CR    | 083406       | 87.97           |
| 1596   | UNITED SIGN CORP            |                             |               |               |          |            |              |                 |
|        | I-37541                     | UNITED SIGN CORP            | R             | 10/17/2017    |          | 419.30CR   | 083407       | 419.30          |
| 7015   | US BANK EQUIPMENT FINANCE   |                             |               |               |          |            |              |                 |
|        | I-341053478                 | US BANK EQUIPMENT FINANCE   | R             | 10/17/2017    |          | 207.50CR   | 083408       | 207.50          |
| 0857   | USA BLUEBOOK                |                             |               |               |          |            |              |                 |
|        | I-367269                    | USA BLUEBOOK                | R             | 10/17/2017    |          | 78.92CR    | 083409       | 78.92           |
| 0277   | VAN'S FIRE & SAFETY INC     |                             |               |               |          |            |              |                 |
|        | I-4102810                   | VAN'S FIRE & SAFETY INC     | R             | 10/17/2017    |          | 103.42CR   | 083410       | 103.42          |
| 7646   | VERSA PRODUCTS INC.         |                             |               |               |          |            |              |                 |
|        | I-201710097564              | VERSA PRODUCTS INC.         | R             | 10/17/2017    |          | 511.10CR   | 083411       | 511.10          |
| 3707   | VIKING ELECTRIC SUPPLY      |                             |               |               |          |            |              |                 |
|        | I-S000825929.001            | VIKING ELECTRIC SUPPLY      | R             | 10/17/2017    |          | 21.40CR    | 083412       |                 |
|        | I-S000825929.002            | VIKING ELECTRIC SUPPLY      | R             | 10/17/2017    |          | 89.54CR    | 083412       |                 |
|        | I-S000839622.001            | VIKING ELECTRIC SUPPLY      | R             | 10/17/2017    |          | 275.68CR   | 083412       | 386.62          |

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| 2645   | WI DEPT OF JUSTICE              |                                |               |               |          |          |              |                 |
|        | I-201710097565                  | WI DEPT OF JUSTICE             | R             | 10/17/2017    |          | 126.00CR | 083413       | 126.00          |
| 6500   | WI DEPT OF SAFETY AND PROF SERV |                                |               |               |          |          |              |                 |
|        | I-450217                        | WI DEPT OF SAFETY AND PROF SER | R             | 10/17/2017    |          | 250.00CR | 083414       |                 |
|        | I-450531                        | WI DEPT OF SAFETY AND PROF SER | R             | 10/17/2017    |          | 100.00CR | 083414       | 350.00          |
| 0294   | WI DEPT OF TRANSPORTATION BBS   |                                |               |               |          |          |              |                 |
|        | I-395-0000059452                | WI DEPT OF TRANSPORTATION BBS  | R             | 10/17/2017    |          | 415.00CR | 083415       | 415.00          |
| 7350   | WI MEDIA                        |                                |               |               |          |          |              |                 |
|        | I-863388                        | WI MEDIA                       | R             | 10/17/2017    |          | 635.31CR | 083416       | 635.31          |
| 1210   | WIL KIL PEST CONTROL            |                                |               |               |          |          |              |                 |
|        | I-3222975                       | WIL KIL PEST CONTROL           | R             | 10/17/2017    |          | 107.50CR | 083417       |                 |
|        | I-3225515                       | WIL KIL PEST CONTROL           | R             | 10/17/2017    |          | 110.00CR | 083417       | 217.50          |

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|---------------------|-----|-----------|------------|---------------|
| REGULAR CHECKS:     | 94  | 0.00      | 165,383.28 | 165,383.28    |
| HANDWRITTEN CHECKS: | 0   | 0.00      | 0.00       | 0.00          |
| PRE-WRITE CHECKS:   | 0   | 0.00      | 0.00       | 0.00          |
| DRAFTS:             | 0   | 0.00      | 0.00       | 0.00          |
| VOID CHECKS:        | 1   | 0.00      | 0.00       | 0.00          |
| NON CHECKS:         | 0   | 0.00      | 0.00       | 0.00          |
| CORRECTIONS:        | 0   | 0.00      | 0.00       | 0.00          |
| REGISTER TOTALS:    | 95  | 0.00      | 165,383.28 | 165,383.28    |

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 10-17-17 VOUCHERS (6325 : Voucher Approval.)

10/11/2017 9:12 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 05691 OCT 2017 COUNCIL - 2 10/17/17

VENDOR SET: 01

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK<br>TYPE | CHECK<br>DATE | DISCOUNT | AMOUNT | CHECK<br>NO# | CHECK<br>AMOUNT |
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|
|--------|-------------|------|---------------|---------------|----------|--------|--------------|-----------------|

## \*\* POSTING PERIOD RECAP \*\*

| FUND  | PERIOD  | AMOUNT       |
|-------|---------|--------------|
| 100   | 10/2017 | 90,425.64CR  |
| 201   | 10/2017 | 9,617.05CR   |
| 208   | 10/2017 | 155.15CR     |
| 210   | 10/2017 | 3,305.00CR   |
| 290   | 10/2017 | 335.61CR     |
| 405   | 10/2017 | 131.14CR     |
| 415   | 10/2017 | 14,035.00CR  |
| 601   | 10/2017 | 42,834.11CR  |
| 650   | 10/2017 | 4,544.58CR   |
| ===== |         |              |
| ALL   |         | 165,383.28CR |

Attachment: 10-17-17 VOUCHERS (6325 : Voucher Approval.)

**City of De Pere, Wisconsin****Request For Common Council Action**

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**MEETING DATE:**                   **October 17, 2017**

**DEPARTMENT:**                   **City Clerk-Treasurer**

**FROM:**                               **Shana Ledvina**

**SUBJECT:**                           **Operator License Applications.**

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**ATTACHMENTS:**

- 10-17-17       (PDF)

CITY OF DE PERE  
License Committee - October 17, 2017

| New Operator License Applications |                              |
|-----------------------------------|------------------------------|
| 1                                 | BIELSKI, ASHLEY M.           |
| 2                                 | CARMODY, DIANE M.            |
| 3                                 | CLAUSELL-MOBLEY, KRISTIAN S. |
| 4                                 | FALLS, NICOLE A.             |
| 5                                 | GODRES, MIRANDA L.           |
| 6                                 | KING, SCOTT J.               |
| 7                                 | MC DONALD, JOHNATHAN D.      |
| 8                                 | SERVER, HOLLY L.             |
| 9                                 | TITULAER, ADAM M.            |
| 10                                | WALL, COLBY L.               |